

Contract for Relocation Services

Legal Name of Contractor Agency			Uniform Contract No. (UCN)	
"Doing Business As" (DBA) Name of Contractor Agency				
Address of Contractor Agency (Street, City, State, ZIP)				
For DADS Use Only:				
Listing of Separate Program Agreements	DADS Region	Vendor No./ Service Group No./ Service Code(s)	Agreement Effective Date	Agreement Expiration Date
1.	1.	1.	1.	1.
2.	2.	2.	2.	2.
3.	3.	3.	3.	3.
4.	4.	4.	4.	4.
5.	5.	5.	5.	5.
6.	6.	6.	6.	6.
7.	7.	7.	7.	7.
8.	8.	8.	8.	8.
9.	9.	9.	9.	9.
10.	10.	10.	10.	10.

The Department of Aging and Disability Services, hereinafter referred to as the Department, and the above contractor agency, hereinafter referred to as the contractor agency, hereby make and enter into the contract agreement(s) stated above for the consideration set forth below,

effective the _____ day of _____, 2_____,
and ending the _____ day of _____, 2_____.

I.

The Department is responsible for administering state and federal programs for nursing facilities and for home and community based programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Titles 2 and 11, Texas Human Resources Code. Subchapter D of Chapter 531 of the Texas Government Code allows the Department to contract with a private entity to provide relocation services at pilot sites to persons who reside in institutions. The Department and the contractor agency mutually agree to the terms and conditions set forth herein and to the provisions of the applicable state and federal regulations, applicable licensure, to the terms and conditions set forth in the request for proposals (RFP) resulting in this contract, the appropriate contractor manual, and to any subsequent additions, deletions or amendments to such regulations, to any policy letters and/or subsequent revisions to the contractor manual, and to the pertinent rules published by the Department and/or the single state Medicaid agency. Department and contractor agency mutually agree to the terms and conditions set forth below.

II.

The contractor agency agrees:

- A. To provide relocation services as identified in this contract and as defined in the RFP, approved business plan and contractor manual(s) and to utilize all third-party resources available to individuals found eligible by the Department.
- B. To have adequate staff in place to begin delivery of services on the date the contract becomes effective.
- C. To provide services for eligible clients in the same manner and to the same degree that these services are provided to the general public. This requirement shall not be considered as altering any other requirements specified in the approved plan of operation, contractor manual, RFP and/or this contract.
- D. To accept the reimbursement rates that are now in effect, or as may hereinafter be amended, as payment in full for the services specified in this contract to the persons for whom payment is received, and to make no additional charge to the individual, any member of his/her family or to any other source for any supplementation for such services, unless specifically allowed by Department directives.
- E. That this contract is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. Whether or not required by 42 Code of Federal Regulations (C.F.R.) § 431.107, contractor agency agrees to keep any and all records necessary to disclose the extent of services provided by the contractor agency to individuals in the relocation program and any information relating to payments claimed by the contractor for furnishing relocation services. Contractor agency also agrees to provide, on request, access to records required to be maintained by this contract and copies of those records free of charge to the Department, the Department's agent, the Texas Health and Human Services Commission, the Texas Attorney General's Medicaid Fraud Control Unit, the Health Care Financing Administration, the Texas Department of Insurance, the Federal Bureau of Investigation and/or the U.S. Department of Health and Human Services. These records must be retained in the form in which they are regularly kept by the contractor agency for five years from the date of services. Contractor agency must cooperate and assist the Department and any state or federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud and abuse. Contractor agency must also allow these agencies and/or their agents access to its premises.
- F. That the Texas Attorney General's Medicaid Fraud Control Unit, Department personnel, Department representatives, independent auditors/evaluators, personnel of the U.S. Department of Health and Human Services and the Texas Health and Human Services Commission's Office of Investigations and Enforcement may conduct interviews of contractor agency personnel, subcontractors and their personnel, witnesses, and patients without the contractor agency's representative or contractor agency's legal counsel present unless the person voluntarily requests that the representative be present. Contractor's personnel, subcontractors and their personnel, witnesses, and patients must not be coerced by contractor agency or contractor agency's representative to accept representation by the contractor agency and contractor agency agrees that no retaliation will occur to a person who denies the contractor agency's offer of representation. Nothing in this contract limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. Contractor agency will ensure by contract or other means that its personnel and subcontractors over whom the contractor agency has control cooperate fully in any investigation conducted by the Texas Attorney General's Medicaid Fraud Control Unit, Department personnel, Department representatives, independent auditors/evaluators, personnel of the U.S. Department of Health and Human Services and the Texas Health and Human Services Commission's Office of Investigations. Subcontractors are those persons or entities that provide medical goods or services for which the contractor bills the Medicaid program or that provide billing services in connection with Medicaid-covered services.
- G. To keep financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or cost report was submitted to the Department or its agent. All statistical and financial information must reflect the application of generally accepted accounting principles (GAAP) unless they conflict with DADS rules, in which case DADS rules take precedence. GAAP are those principles approved by the American Institute of Certified Public Accountants (AICPA). All financial and supporting documentation must be accurate and sufficiently detailed to support the legal, financial and other statistical information regarding services delivered. All work papers and records supporting information reported on cost reports, budgets or

other cost surveys must be maintained, including documentation relating to all allocations, cost centers, cost or statistical line items, surveys and schedules. The records and documents must be kept for a minimum of three years and 90 days after the end of the federal fiscal year in which services were provided. If any litigation, claim or audit involving these records begins before the expiration of the three-year period, the contractor agency must keep the records and documents for not less than three years and 90 days or until all litigation, claims or audit findings are resolved, whichever is longer. The case is considered resolved when a final order is issued in litigation, or when the Department and contractor agency enter into a written agreement.

If the contractor terminates business operations, the contractor must ensure:

1. records are stored and accessible;
 2. someone is responsible for adequately maintaining the records;
 3. the DADS contract manager is notified in writing about how and where the records will be maintained and who DADS will contact in order to access the records; and
 4. if information in Item 3. changes, the contractor will provide updated information to the DADS contract manager. The information must be provided within 10 workdays and be in writing.
- H. To comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the contractor agency agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide, in part, that no persons in the United States shall, on the grounds of race, color, national origin, age, sex, disability, political beliefs or religion be excluded from participation in, or denied any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.

The contractor agency agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

A religious organization that contracts with the Department does not by contracting with the Department lose exemption provided under Section 702 of the Civil Rights Act (42 United States Code (U.S.C.) § 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a contractor agency on the same basis as any other private organization. The contractor agency retains its independence from State and local governments, including the contractor agency's control over the definition, development, practice and expression of its charitable or religious beliefs. Except as provided by federal law, the Department shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the contract, then only the financial assistance provided by these funds will be subject to audit. However, neither the Department's selection of a charitable or faith-based contractor agency of social services nor the expenditure of funds under this contract is an endorsement of the contractor agency's charitable or religious character, practices or expression. The purpose of this contract is the provision of social services; no state expenditures have as their objective the funding of sectarian worship, instruction or proselytization. A charitable or faith-based contractor of social services under this contract shall reasonably apprise all assisted individuals of the following: "Neither the Department's selection of a charitable or faith-based contractor of social services nor the expenditure of funds under this contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. No contractor of social services may discriminate against you on the basis of religion, a religious belief or your refusal to actively participate in a religious practice. If you object to a particular contractor agency because of its religious character, you may request assignment to a different contractor agency. If you believe that your rights have been violated, please discuss the complaint with your contractor agency or notify your appropriate case manager."

Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 U.S.C. § 604a, sets forth certain additional rights and responsibilities for charitable and faith-based Contractors of social services, certain additional rights of assisted individuals and certain additional responsibilities of the Department to these contractors and assisted individuals. This contract is subject to those additional rights and responsibilities.

Additionally, 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, prohibit a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits or activities on the basis of national origin. Also, 40 TAC Part 1, §73.206 requires contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Accordingly, the contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs and activities on the basis of national origin. The contractor 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 effectively participate in and benefit from its programs.

- I. To comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for an individual hired on or after Nov. 6, 1986, who will perform any labor or services under this contract.

- J. To pay to the Department any amounts the contractor agency receives from the Department for services under this contract which are in excess of the amounts provided herein, within time limits set by the Department.
- K. To ensure the confidentiality of individual client records and other information relating to the client in accordance with applicable federal law, rules and regulations, as well as applicable state laws and regulations. This provision shall not be construed as limiting the Department's right of access to client case records or other information relating to clients.
- L. To sign a computer security agreement ensuring data security, protecting privacy and ensuring confidentiality and integrity of client, employee and administrative information on automated systems.
- M. To submit all claims for reimbursement through the Department's billing system in a format acceptable to the Department and in accordance with the claims billing procedures in the contractor manual.
- N. To submit claims for payment in accordance with billing guidelines and procedures promulgated by the Department, including electronic claims. Contractor agency 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 contractor agency. Further, contractor agency 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.
- O. To require any entities with whom it holds personal service agreements or subcontracts which are related to this contract to execute documents committing such entities to comply with the requirements of this contract.
- P. To refrain from entering into any subcontract(s) for services without prior approval, or waiver of the right of prior approval, in writing by Department of the qualifications of the subcontractor(s) to perform and meet the standards fixed by this contract. All subcontracts entered into by contractor agency shall be written and shall be subject to the requirements of this contract. Contractor agency agrees that it shall be responsible to the Department for the performance of any subcontractor.
- Q. That the Department may withhold payments, in whole or in part, if necessary because of irregularity(ies) or difference(s) from whatever cause until such irregularity(ies) or difference(s) can be adjusted. In addition, the contractor agency is responsible for payment of any valid audit exceptions found by the Department, the Medicaid Fraud Control Unit of the Texas Attorney General's office, the U.S. Department of Health and Human Services and staff hired by contractor agencies to conduct single audits.
- R. That the Department may apply, at its discretion, sanctions for failure to comply with contract requirements, including but not limited to:
 - 1. withholding a contractor agency's vendor payments.
 - 2. initiating contract termination.
 - 3. recouping overpayments.
- S. That proper adjustments may be made in the vendor payments from month to month to compensate for prior overpayment, underpayment and/or prior payments not made in accordance with contract requirements.
- T. To comply with Executive Order 1111246, "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulation at 42 C.F.R. Part 60.
- U. That if the funding under this contract exceeds \$100,000, it will comply with applicable provisions of the Clean Air Act (42 U.S.C. § 7402, *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*).
- V. That it is responsible for the behavior of its staff and subcontractors to ensure a violence-free contractual relationship. Contractor agency further understands that any remarks, gestures or actions toward Department employees, volunteers and/or clients that carry an implied threat of any kind, even if intended to be in jest, will be taken seriously and may lead to corrective action, up to and including revocation of the contract. **(Note: This section is not applicable to governmental or quasi-governmental entities.)**
- W. The contractor agency certifies that the goods and/or service(s) covered by this contract are designed to be used prior to, during and after calendar year 2000 AD. The goods and/or service(s) will operate during such time periods without error relating to date data which represents different centuries or more than one century.
- X. The Contractor agency certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the State of Texas, or is a nonprofit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.
- Y. To 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 contractor agency engage in such activities using other than federal funds, it will provide full disclosure using Standard Form LLL, "Disclosure Form to Report Lobbying."
- Z. It has not been excluded or debarred from participation in any program under Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128(a) or (b) of the Social Security Act (42 U.S.C. § 1320a-7), or Executive Order 12549. Contractor agency has also not been excluded or debarred from participation in any other state or federal health care program. Contractor agency must notify the Department within 10 business days of the time it receives notice that any action is

being taken against contractor agency or any person defined under the provisions of Section 1128(a) or (b), that could result in exclusion from the Medicaid program. Contractor agency agrees to comply with 45 C.F.R. Part 76, "Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)." This regulation requires the contractor agency, in part, to: (a) assure that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency or by the state of Texas; (b) provide written notice to the Department if at any time the contractor agency learns that its certification was erroneous by reason of changed circumstances; and (c) require compliance with 45 C.F.R. Part 76, by participants in lower tier covered transactions.

- AA. To disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information on request to the Department, the Texas Health and Human Services Commission, the Texas Department of State Health Services, the Texas Department of Family and Protective Services, the Texas Department of Assistive and Rehabilitative Services, the Texas Attorney General's Medicaid Fraud Control Unit, the Health Care Financing Administration and/or the U.S. Department of Health and Human Services. To keep its application for participation in the Medicaid program current by informing the Department, in writing, of any changes to the information contained in its application, including, but not limited to, federal tax identification number, or contractor business addresses, at least 10 business days prior to making such changes. Contractor agency also agrees to notify the Department within 10 business days of any restriction placed on or suspension of the contractor agency's license or certificate to provide medical services and the contractor agency must provide to the Department complete information related to any such suspension or restriction.
- BB. The solicitation of clients for services by coercion or harassment by or through the agreement or request of the contractor agency will be considered non-compliance with this contract.
- CC. To ensure that, in connection with services, neither the contractor agency nor the contractor agency's employees, agents or representatives solicit or accept gifts, favors or any other item of value from the client or other person on behalf of the client.
- DD. To place in all literature describing its services covered under this contract prominent notices acknowledging the Department's funding to contractor agency. A copy of the notice shall be placed in the contractor agency's annual report.
- EE. To comply with the requirements of Texas Human Resources Code, Chap. 102 (Rights of the Elderly), as applicable.
- FF. To notify the Department in writing of any change in ownership or control of contractor agency or service area covered by contractor agency at least 60 days prior to the change. A change in ownership includes any change in the business organization of the contractor agency that directly or indirectly changes the legal entity responsible for fulfillment of the contract.
- GG. That regarding the field audit of cost reports, whenever possible, the records necessary to verify information submitted to DADS on cost reports, including related-party transactions and other business activities engaged in by the contractor agency, must be made accessible to DADS audit staff within the state of Texas. When records are not available to DADS audit staff within the state of Texas, the contractor agency must pay the actual costs for DADS staff to travel and review the records out of state. DADS must be reimbursed for these costs within 60 days of the request for payment.
- HH. To provide services in compliance with applicable federal regulations to include those found in Chapter XIII, Title 45, C.F.R. as amended; Chapter IV, Title 42 C.F.R.; state laws and regulations, and Department policies, including service delivery standards; and the Texas Medicaid Program.
- II. That the following statements required by Texas statute are true and correct:
- Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.
- Under Section 2261.053, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or 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.
- JJ. This paragraph is pursuant to Section 2252.903 of the Government Code. Any payments owing to the contractor under this contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.
- KK. The contractor agency agrees that if it is a Home and Community Support Services (HCSS) agency, it will hire Personal Assistance Services and Community Support Services Contractors chosen by the participant, or the participant's legally authorized representative, provided the individual who will provide the services:
1. meets minimum qualifications for the service;
 2. is willing to be employed as an attendant by the HCSS contractor agency; and
 3. is willing, and determined competent by the HCSS nurse, to deliver the service(s) according to the client's individual service plan (ISP).

LL. To make a good faith effort to consider historically underutilized businesses (HUBs) when subcontracting. Some methods for locating HUBs include:

- utilizing the Texas Comptroller of Public Accounts (Texas Procurement and Support Services) website: <http://www.window.state.tx.us/procurement>;
- utilizing websites or other minority/women directory listings maintained by local chambers of commerce;
- advertising subcontract work in local minority publications; and/or
- contacting the contracting agency for assistance in locating available HUBs.

For HUB purposes, a subcontract means a contract entered between a prime contractor and a third party. The subcontract expressly provides all or a portion of the work specified in the prime contract. A prime contractor's purchase of ancillary goods and services that support the direct provision of the contract are excluded. Each Health and Human Services agency, at its option, specifies in the contract what is and is not ancillary.

A HUB is defined as a business that is formed for the purpose of making a profit and is otherwise a legally recognized business organization under the laws of the state of Texas. At least 51 percent of the assets and interest and/or classes of stock and equitable securities must be owned by one or more economically disadvantaged persons who are United States citizens, born or naturalized. The following are recognized by the state of Texas as having been economically disadvantaged because of their identification as members of the qualifying groups – Asian Pacific Americans (AS), Black Americans (BL), Hispanic Americans (HI), Native Americans (NA) and American Women (WO). These individuals must demonstrate active participation in the control, operation and management of the daily business affairs of the company that is proportionate to their ownership interest. HUB businesses must have a permanent business office located in Texas where the majority HUB owner(s) makes the decisions, controls the daily operations of the organization and participates in the business. Owners must be residents of the state of Texas and meet all other certification and compliance requirements. Out-of-state businesses are ineligible for state certification.

MM. Persons who were convicted of violations of federal law, or were assessed a penalty in a federal civil or administrative enforcement action, regarding contracts awarded by the federal government for relief, recovery or reconstruction efforts because of Hurricane Katrina, Hurricane Rita or any other disaster occurring after September 24, 2005, will not be awarded a contract. As it pertains to violations of federal law in connection with contracts awarded for Hurricane Katrina, Hurricane Rita or other disasters occurring since September 24, 2005, the following statement is true and correct: "Under Section §2261.053 and §2155.006, Government Code, the contractor certifies that the individual or business entity named in this bid or 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."

III.

The contractor further agrees:

- A. This is a cost reimbursement contract based on a monthly billing cycle with payments based on expenses for the month.
- B. To provide the Department with a detailed statement of the number of clients transitioned each month in the format prescribed by the Department.
- C. The contractor will submit documentation for the delivery of services and products according to the terms of the contract.
- D. The contractor shall provide services as specified below unless amended by both parties.
 1. Assessment Process
The contractor will develop and implement a process to perform an evaluation of the needs and assessment that will be used to either transition Medicaid eligible adults and children from a nursing facility to the community, or document the reasons transition is not feasible at the time. DADS must approve the assessment process and tools before implementation. These should be used in developing person/family directed plans and in arranging resources to make relocation possible. The contractor must make the tool, process and instructions for its use available to DADS.
 2. Relocation Assistance
The contractor will provide relocation assistance and intense service coordination activities facilitated by relocation specialists to assist nursing facility residents that have been identified and assessed by the contractor and those identified and assessed by previous relocation projects to transition to community settings of their choice, and in accordance with the business plan as described in the request for proposals. Relocation assistance will consist of but not be limited to:
 - Information about Medicaid waiver and non-waiver services and supports and about contractor options.
 - Information about and assistance with obtaining Transition to Life in the Community (TLC) grants and, for all program placements other than Adult Foster Care and Assisted Living, Transition Assistance Services (TAS).
 - Information about and assistance with applying for affordable, accessible housing.
 - Information about independent living, consumer control and self-determination concepts.
 - Coordination with the various state agency services for which the person is eligible.

- Coordination of community services/resources that can assist in transitioning to the community.
 - Assistance with obtaining all benefits such as Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Veterans benefits, etc.
 - Assistance with obtaining medical equipment, medical supplies and other necessary resources to transition to the community.
 - Development of person/family-directed transition plans and arrangements.
 - Support and assistance to individuals making the transition and their families.
 - Liaison with local community access centers.
 - Follow-up assessment after transition.
3. Follow-up
- The contractor will maintain contact with persons relocated from nursing facilities for a minimum of 90 days following the date of the relocation to ensure they are receiving appropriate services and to assist with adjustments in service needs.
 - The frequency of contact will be determined on an individual basis and/or as agreed by the contractor and DADS.
4. Transitional Grants
- The contractor will assist eligible applicants in preparing a Transition to Life in the Community (TLC) service planning document.
 - The contractor will comply with the applicable DADS policies and procedures in processing eligible applicants' applications. Items, services requested and cost will be documented in the service planning document.
 - The contractor will submit a copy of the service planning document and Form 4116, State of Texas Purchase Voucher, to state office for review and approval. The amount of TLC benefits authorized by state office will be limited to those items related to and necessary for the transition. TLC may be used for expenses that are not covered by Medicaid or other long-term services programs.
 - The contractor will submit a reconciliation report within 30 days of the end of the contract period. The report will include information as requested by the Department.
5. The contractor will submit the following reports to DADS:
- Project Status Reports – The contractor will provide a written project status report to DADS within 10 days of the end of the contract period. The report will include information as requested by DADS and in the format prescribed by the Department. In addition to the monthly written report, the contractor will submit a list of clients identified by the project and client status related to the transition process.
 - Evaluation Report – The contractor will submit to DADS a final report summarizing the results of the contractor's efforts and lessons learned. The report will be due within 30 days of the end of the contract period. The contractor will include evaluation information as requested by DADS and in the format prescribed by DADS.
 - Financial Reports – Documentation of actual monthly expenses incurred for services delivered under this contract will be used for billing/payment and for evaluation of this project. Within 90 days of the completion of the contract or contract period (if the contract is renewed) contractor will submit an updated financial report certified to be correct by the chief financial officer of contractor.
6. The performance of the contractor shall be primarily judged by the following performance standards. Failure to achieve these performance standards is a substantial breach of contract and justifies sanctions, including without limitation, vendor hold, non-payment of costs, recoupment and contract termination.
- Contractor will contact all nursing facility residents with all levels of service needs, including intense service needs, and inform them of the relocation services that may be available to them, as promised in the approved business plan.
 - Contractor must make initial contact with an individual who has requested services within 14 calendar days of the request for services and perform an evaluation of needs and complete an assessment within a reasonable time frame.
 - Contractor will relocate ___ individuals, including ___ individuals who have intense service needs and barriers to transitioning.
 - Contractor will maintain contact with persons relocated from nursing facilities for a minimum of 90 days following the date of the relocation to ensure that they are receiving appropriate services and to assist with adjustments in service needs.
 - Contractor will provide timely reports to DADS as required in the contract.
 - Contractor will bill the Department monthly within 30 days of the end of the month being billed for.

7. The contractor shall provide all services in accordance with this contract, the approved budget and the approved business plan.
8. The Department will not be obligated to pay in excess of \$_____ for services provided under this contract.

IV.

The Department agrees:

- A. To reimburse the contractor the allowable costs of transitioning ___ individuals from a nursing facility to the community in Catchment Area __ (Regions __ and __) during the period of this contract based on funding as specified herein and in the attached approved business plan. Reasonable costs include costs of outreach and other activities required by the contract and which are included in the approved budget. However, DADS does not agree to pay costs to the extent that actual relocations are not achieved by contractor.
- B. To make all payments within time limits set by the Department and in accordance with applicable laws and regulations after a proper and verified financial report is submitted and approved, except that payments may be held by the Department if reports from the contractor are past due. Payments for services made by or on behalf of any recipient shall be deducted from the amount due to contractor.
- C. To make adjustment in the contractor agency payments to compensate for prior overpayment or underpayment.
- D. To give the contractor agency reasonable notice of any impending change in its status as a participating contractor agency, except that nothing in this section shall be construed to deny the Department the right, for failure to comply with the contract or regulations published in the *Texas Register*, to cancel this contract, suspend payments and/or take any other legal remedy available to the Department.
- E. To provide a fair hearing as defined in the Department's regulations to the contractor agency in the event the Department suspends payments, suspends or cancels the contractor agency's contract or assesses an amount due from the contractor agency.
- F. To recognize the fiscal policies and procedures of the contractor and its subcontractor(s), if any, except where they are in conflict with generally accepted accounting procedures or federal and state laws, policies, rules and regulations.
- G. To perform such evaluation studies as the Department determines to be necessary and report to the appropriate officers of the contractor and its subcontractor(s), if any, the preliminary results of the study before the evaluation is concluded and the findings made a matter of record.

V.

The Department and the contractor agency mutually agree:

- A. That if the federal and/or state law or other requirements are changed or interpreted so that the continuation of this contract on the part of either party is unfeasible or impossible, or if the parties to this contract should be unable to agree upon modifying amendments which would be needed to enable its substantial continuation as the result of amendments or judicial interpretations, then, and only in that event, both the contractor agency and the Department shall be discharged from further obligations created under the terms of this contract, except for equitable settlement of the respective accrued interests up to the date of the termination.

- B. That this contract shall continue until the termination date subject to the availability of appropriated funds or until the federal and/or state governments cease to participate in the program, or by mutual consent of the Department and the contractor agency, or if not by such mutual consent, either party to this contract may cancel any or all programs covered by this contract by the giving of 60 days notice in writing to the other party and this contract for the applicable program(s) shall thereupon be canceled upon the expiration of such 60-day period. Nothing in this section shall be construed to forbid the Department from terminating any or all programs covered by this contract when it is established that the contractor agency is failing to comply with the terms of this contract or the appropriate contractor manual and its revisions, and the applicable federal and state regulations, as they now read or as they may be amended. The Department may terminate any programs covered by this contract for which the contractor agency has not billed for services for six consecutive months.
- C. That this contract may be amended by the Department's written notice to contractor agency in the form of a letter or written amendment. Such letters or amendments shall be incorporated into and become a part of this contract.
- D. That the Department will make available to the contractor agency the applicable contractor manual and any changes that amend, modify or change the standards for participation. The Department will notify the contractor agency when this information is available via the Internet and the contractor agency must access the information electronically from that point forward. Until information is available via the Internet, the Department will furnish the contractor agency with a copy of the printed information.
- E. That any breach or violation of any of the provisions of the contract and state and federal regulations shall make this entire contract, at the Department's option, subject to cancellation.
- F. That this contract shall not be transferable or assignable without express prior written approval of the Department.
- G. That by signing this contract, the contractor agency and the Department accept all of the stipulations in the contract, and agree to each and every provision therein and further agree that this contract shall be considered completed and executed and this contract shall be binding on the said contractor agency and the Department at such time as the Department notifies the contractor agency of its participating status.
- H. That the Department, pursuant to the Human Resources Code, §32.0125, may assess monetary penalties against the contractor agency for contract violations as required by 42 U.S.C. §1396t(j). Such assessments are to be applied in accordance with Department's rules as published in the Texas Administrative Code and shall be in addition to any other penalties and/or sanctions authorized by federal or state law and regulations.
- I. That the Department has authority to monitor and conduct fiscal and/or program reviews of both the contractor agency and its subcontractor(s) to the extent of services provided under the terms of this contract. On-site visits, as well as access at reasonable times to all books and records, will be granted to state or federal auditing agencies, representatives of the U.S. Department of Health and Human Services and/or Department when it is deemed necessary by such agencies for purposes of inspection, monitoring, auditing or evaluating said materials.
- J. That in compliance with Section 2262.003, Texas Government Code, as amended by Section 2 of House Bill 905 of the 79th Regular Session of the Texas Legislature, signed by the governor and effective June 18, 2005:
1. the State Auditor's Office (SAO) 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 SAO must provide the state auditor access to any information the state auditor considers relevant to:
 - a. evaluating the entity's performance under the contract or subcontract;
 - b. determining the state's rights or remedies under the contract; or
 - c. evaluating whether the entity has acted in the best interest of the state.
- K. That for Title XX programs, the Department shall, by Form 2029 (Information Sheet, Purchase of Service Contract), set the rate and/or maximum amount of funds available to be paid to contractor agency by the Department. Form 2029 is incorporated into and made a part of this contract and is effective for the time period stated on the form. Form 2029 may be amended by the Department as necessary to comply with state and federal laws and regulations or renewed by the Department by a new Form 2029 and incorporated into and made part of this contract.
- L. That the Department will provide technical assistance to the contractor agency to assist the contractor agency in meeting contract requirements and program standards as defined in the contractor manual, and that the technical assistance will be provided upon the contractor agency's request or at the Department's discretion.

Incorporation by Reference

The following marked or listed certification(s) is/are on file with both the Department of Aging and Disability Services and the contractor agency or subgrantee and is/are hereby incorporated into this contract by specific reference.

- Form(s) 3691, Service Areas by Region or Catchment Area..... dated _____
- Form 2031, Governing Authority Resolution – Business Organization, or
- Form 2031-G, Governing Authority Resolution – Governmental Entity dated _____
- Form 5871, Disclosure of Ownership and Control Interest Statement..... dated _____
- Form 4732, Nongovernmental Contractor Certification dated _____
- Form 4223, Client Services HUB Subcontracting Plan, Applicant Status Determination . dated _____
- Form 4224, HUB Subcontracting Plan, Subcontractor Status Determination for Vendor and Grant Contracts dated _____

The following items (if any) are also incorporated into the contract by specific reference.

<p>Request for Proposals Approved Budget Approved Business Plan</p> <p>In case of conflict between the documents, the specific terms of this contract itself shall prevail. The precedence after that is the request for proposals first, the approved budget second, and the approved business plan third.</p>
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For the faithful performance of the terms of this contract, the parties hereto in their capacities stated, affix their signatures and bind themselves.

<p>Department of Aging and Disability Services (DADS)</p>
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<p>Legal Name of Contractor Agency</p>
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_____ Signature – DADS Representative	_____ Date
Name of DADS Representative (Print or type)	
Title of DADS Representative (Print or type)	

_____ Signature – Contractor Agency Representative	_____ Date
Name of Person Signing (Print or type)	
Title of Person Signing	

Approved by OGC

