

FYs 2014-2015 LA Performance Contract Amendment Packet #4

Summary of Changes

Contract document – page CD-2, Article II.B.8: A new provision is added requiring an LA to coordinate with Medicaid managed care organizations to ensure efficient access and intake and programmatic processes for all DADS services and programs and Community First Choice (CFC) services.

Contract document – page CD-2, Article II. C.3.a: Reference is added relating to the preadmission screening and resident review (PASRR) amendment to the contract for Targeted Case Management (TCM).

Contract document – pages CD-3, Article II.C.3.f. and g: Two provisions are added related to CFC.

Contract document – page CD-6, Article II. D.23: A phrase stating “With the exception of the retention requirements in the *HCS and TxHmL Interest Lists Manual and Attachment M,*” is added to the beginning of the provision related to retention of records.

Contract document – page CD-7, Article II. D.27: A requirement related to retention of interest list documentation is added.

Contract document – page CD-11, Article II. D.43.-47: New provisions are added related to:

- a medical specialist;
- identifying designated staff on Form S (Contact List); and
- utilizing the U.S. Department of Homeland Security’s E-verify system.

Contract document – page CD-20, Article VII: The list of acronyms is updated.

Attachment F –

- On page F-2 under Basic Service Coordination: The description no longer explains which consumers may receive basic service coordination.
- On page F-6 under Service Coordination: CARE codes and grid codes are added.

Attachment G – Clarifying language is added throughout the attachment. Additionally, the term Community Living Discharge Plan (CLDP) is changed to transition plan and service plan is changed to individual service plan (ISP) throughout the attachment.

- Under I.A.2. on page G-1: The definition of “Individual in a nursing facility” has been revised.
- Reference to identifying certain designated staff on Form S has been deleted because it moved to the contract document.
- Under I.C. on pages G-1 and 2:

- Previous language stating “Upon notification by DADS” has been removed from the beginning of the sentence, meaning the LA is now required to arrange for the provision of educational or informational activities addressing community living options at least quarterly.
- Provisions in 3. and 4. are added regarding maintaining documentation related to the quarterly educational or informational activities.
- Under II.C. on page G-2: A new provision is added, which requires the LA to use Form 1014 (Specialized Services Checklist).
- Under III.A. and B. on pages G-2 and G-3: A more thorough description of the duties of the Diversion Coordinator is added.
- Under IV.A. on page G-4: The requirements related to assigning a service coordinator and what to do when service coordination is refused are revised.
- Under IV.H. on page G-5: The subsection is reworked for clarity and to include additional requirements.
- Under V.A. on page G-6: A sentence is added stating that the quarterly SPT meetings must take place every three months in accordance with the instruction for Form 1041 (Individual Service Plan/Transition Plan – NF).
- Under V.C.1 on page G-6: Language is included requiring the use of Form 1041.
- Under V.D.1 on page G-7: Language is including identifying the DADS relocation specialist as a member of the SPT if the individual desires to move to the community.
- Under VI.C.3 on page G-9: : Language is included requiring the use of Form 1042 (Pre-Move Site Review)
- Under VI.D on page G-9: Language related to post-move monitoring that was previously in VI.C.4, is moved to new VI.D and requires use of Form 1043 (Post-Move Monitoring).
- Under VII.2 on page G-9:
 - Language is revised to delete the provision related to monitoring specialized services because the requirement is moved to VI.D.2; and
 - Language is included requiring the use of Form 1048 (Summary Sheet for Services to Individuals with IDD in a Nursing Facility).

Attachment J – Reference to the TxHmL Interest List is added throughout the attachment.

Attachment K –

- Under I.B. on page K-1: *Annual* on-line enrollment training is required for *all* staff performing enrollment activities.
- Under II.F. on page K-3: Procedures for enrolling a consumer who is in the STAR+PLUS Waiver (SPW) has been added. (The procedures were deleted in Amendment Packet 1).
- Under II. G.1. and 2. on page K-4: Language is added allowing an LA to submit an enrollment extension request using Form 1045 (Request for HCs/TxHmL Enrollment Extension) or an Excel spreadsheet developed by DADS.
- Under II.K. and M. on page K-7: Minor revisions are made to reflect current requirements and procedures.
- Page K-9: A new enrollment section is added related to Community First Choice (CFC).

Attachment M –

- On page M-1: Reference to the residential option pamphlet is added and notes that DADS provides the pamphlet to LAs by mail.
- Under I, on pages M-1 and M-2: The provisions are revised to include the requirement for an LA to provide a copy of the residential options pamphlet to an individual or LAR inquiring about residential services.
- Under V.B. on page M-3: Information is added related to when TxHmL is identified as a preferred service.
- Under VI. on page M-3: Reference to the TxHmL Interest List and a retention requirement is added.

**Department of Aging and Disability Services
FYs 2014 and 2015 PERFORMANCE CONTRACT**

This Performance Contract (this Contract) is by and between the Texas Department of Aging and Disability Services (DADS), a state agency created pursuant to Texas Human Resources Code (THRC), Chapter 161, and _____, the Local Authority (LA), a community center, created by Texas Health and Safety Code (THSC), Chapter 534, Subchapter A. This Contract shall be effective from September 1, 2013, through August 31, 2015, except that those provisions which require additional actions after the expiration of this Contract shall continue as provided in the provisions.

ARTICLE I. RECITALS

WHEREAS, pursuant to THSC §533.035(a) and §534.054, the LA is the designated local mental retardation authority for the local service area (LSA) consisting of the following counties: _____;

WHEREAS, pursuant to THSC §533.035(a), DADS hereby delegates to the LA 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; and

THEREFORE, for the consideration set forth herein, DADS and the LA hereby enter into this Contract to ensure the provision of IDD services in accordance with THSC §534.054, and agree to fulfill their respective responsibilities set forth herein.

ARTICLE II. REQUIREMENTS OF THE LOCAL AUTHORITY

A. AUTHORITY FUNCTIONS

The LA shall:

1. Conduct local planning, develop policy, coordinate, develop and allocate resources, and provide oversight for IDD services in the LSA in accordance with Attachment H (Authority Functions); and
2. Supervise and ensure the provision of IDD services identified in Attachment F (Description of IDD Services) to consumers identified in Attachment E (Description of Consumers), within the LSA.

B. GENERAL PROGRAM

The LA shall:

1. Provide services to all consumers without regard to the consumer's criminal history;
2. Provide consumer benefits assistance in accordance with Attachment L (Consumer Benefits Assistance Requirements) and comply with THSC §533.008(e) regarding consumer benefits training;
3. Ensure all service coordinators are able to access and use: www.hhs.state.tx.us/tirn/tirnhome.shtml;

4. As requested by DADS, assist in transferring a consumer's ICF/IID Program, HCS or 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;
5. Provide meaningful access to its programs, services, and activities and ensure adequate communication through language assistance services for consumers and legally authorized representatives (LARs) with limited English proficiency, sensory impairments, and/or speech impairments; and
6. Cooperate with other LAs, Area Agencies on Aging (AAAs), and DADS local community services regional offices to ensure efficient access and intake processes for all DADS services and programs.
7. This Contract and its attachments include many references to CARE (Client Assignment and Registration). Certain functions of CARE will transition to new data management systems during this contract term. The impacted functions and the effective date of the transition will be communicated to the LA 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 the contract.
8. Cooperate with Managed Care Organizations (MCOs) to ensure efficient access and intake and programmatic processes for all DADS services and programs and Community First Choice (CFC) services.

C. IDD SERVICES

The LA shall:

1. Meet the quarterly Service Targets identified in Attachment A (Service Targets) and quarterly performance measures and outcome targets as identified in Attachment B (Performance Measures and Outcome Targets);
2. Obtain written approval from DADS prior to using contract funds to:
 - a. develop a new residential program location; or
 - b. provide residential services to a consumer;
3. Comply with the following Medicaid-related items:
 - a. Contract with DADS to participate in Targeted Case Management (TCM) (i.e., service coordination for Medicaid recipients) and Preadmission Screening and Residential Review (PASRR) and contract with HHSC to participate in Administrative Claiming;
 - b. Limit its participation as a waiver program provider to the capacity indicated in the CARE Action Code C70, except that DADS may grant a temporary increase in the enrollment capacity as a result of appropriate documentation of consumer choice;
 - c. Perform the enrollment for the waiver programs in accordance with Attachment K (Medicaid Program Enrollment Requirements) and DADS rules governing the HCS Program and the TxHmL Program;

- d. Perform the Medicaid Estate Recovery Program responsibilities in accordance with Attachment R (Medicaid Estate Recovery Program);
 - e. Refrain from providing TCM to a consumer who is receiving TCM through the local mental health authority;
 - f. Upon implementation of CFC, the LA will participate and enter into an agreement with MCOs in their local service areas; and
 - g. Refrain from contracting as a provider of CFC services with MCOs.
4. Assist a resident of a state supported living center (SSLC) with completing a move from the SSLC within 180 days after the IDT refers the resident for community placement (as indicated on the CARE XPTR report HC023200);
 5. Provide services to consumers referred by the Texas Youth Commission, pursuant to 37 TAC Chapter 87, Subchapter B, Special Needs Offender Programs, §87.79, (relating to Discharge of Non-sentenced Offenders with Mental Illness or Mental Retardation);
 6. Ensure the provision of all required services identified in Attachment F (Description of IDD Services) each quarter;
 7. Submit all required service encounters per the *IDD Service Grid Instructions*, *DADS Service Grid* and *Field Definitions*, and submit supplemental assignment data in CARE as necessary to ensure accuracy of individual consumer service record;
 8. Review annually with each consumer currently receiving General Revenue services or the consumer's LAR the *Explanation of IDD Services and Supports* referenced in Attachment M (Options for IDD Services and Supports); and
 9. Ensure the LA staff monitoring a consumer, who is on community placement status from an SSLC, complies with the applicable requirements of §2.278 of 40 TAC Chapter 2, Subchapter F (Continuity of Services—State Mental Retardation Facilities). The LA shall submit the first written report required by §2.278 to the SSLC within the first 90 days after the consumer has moved from the SSLC and submit subsequent reports at least every 90 days thereafter for the duration the LA is responsible for monitoring the consumer in accordance with §2.278.

D. ADMINISTRATIVE

The LA shall:

1. Provide and expend required local match, as defined in the THSC §534.066, in the amount and percentage indicated on Attachment D (Required Local Match Schedule);
2. Develop an annual budget, in the format of Report III-IDD Budget, using the amounts indicated in Attachments C and D (Allocation Schedule and Required Local Match Schedule, respectively), and earn and expend funds according to that budget;

3. Expend funds allocated by DADS and required local match (the “contract funds”) solely for IDD services and administrative overhead authorized in Article II.D.8.;
4. Ensure no contract funds are used to supplement the rate-based payment the LA receives to fund its cost as a provider of waiver programs or ICF/IID programs;
5. Comply in all respects as directed by DADS with the Uniform Grant Management Standards (UGMS), promulgated pursuant to the Uniform Grant and Contract Management Act, TGC, Chapter 783;
6. Obtain prior written approval from DADS for selected items of cost as specified in Attachment V (UGMS Allowable Costs);
7. Comply with the program income requirements in UGMS and:
 - a. Report all sources of program income that meet the criteria defined in the Instructions for Report III-IDD;
 - b. Use program income to offset expenditures within the GR strategies;
 - c. Use program income to offset expenditures, unless the unrestricted fund balance in the prior year is less than 60 days of operations; and
 - d. Restrict the program income used to build reserves to the 60 days of operations level to finance expenditures in the GR strategies;
8. Maintain administrative overhead to perform the requirements of this Contract at a rate not to exceed 10% of the contract funds. If the LA’s administrative overhead expenses exceed 10%, the LA shall use earned income or other funds, other than contract funds, to pay for the excess;
9. Maintain accounting systems that comply with UGMS, Subpart C – Post-Award Requirements-Financial Administration. The LA must separately report actual expenditures and actual revenues attributable to Mental Health Adult, Mental Health Children, and IDD Programs. The LA 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, the LA is required to reconcile accounting transactions from its general ledger to Report III-IDD Budget by object of expense and method of finance;
10. 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 Attachment H (Authority Functions);
11. Develop and maintain productivity benchmarks for each service type based on the LA’s cost accounting methodology;
12. Obtain a comprehensive financial and compliance audit for the previous state fiscal year prepared in accordance with THSC §534.068, 40 TAC Chapter 1, Subchapter G, and the Texas Health and Human Services Commission’s

Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers (21st Revision - February 2005) (the "Audit Guidelines");

13. Engage the same audit firm for no more than any six (6) consecutive years from the initial date of engagement;
14. Obtain affidavits executed by each board member, on Form A, and by the executive director, on Form B, annually and when changes occur;
15. 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 LA employees. Upon request, DADS will provide assistance in determining the appropriate classification. In the alternative, the LA may conduct a market analysis or internal study in accordance with THSC, §534.011, to establish salaries for certain positions. 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. 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. TGC, Chapter 556, relating to political activities by certain public entities and individuals;
 - f. TGC, §2102.0091, relating to reports of periodic audits; and
 - g. TGC, §§2113.012 and 2113.101, relating to alcoholic beverages;
16. Make a good faith effort to locate and consider a Historically Underutilized Business (HUB), as defined in TGC §2161.001(2), when subcontracting any portion of this Contract, and submit, in accordance with Attachment N (IDD Submission Calendar), the LA's subcontracts report on the *Annual HUB Sub-Contracting Report* (Form F);
17. Enter and submit accurate data:
 - a. Upon submission of this Contract in Report III-IDD Budget:
 - i. The budget developed in accordance with Article II.D.2; and
 - ii. Projected in-kind local match for this Contract for each fiscal year of the term of this Contract; and
 - b. In accordance with Attachment N (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;
18. Submit accurate and timely information to DADS including the information described in Attachment N (IDD Submission Calendar), as follows:
 - a. A completed *Certification Regarding Lobbying* (Form D) and updates as necessary;
 - b. A copy of the LA's quarterly financial statements for the general fund account groups, including the balance sheet and income statement and general fund balance for LA in total, as prepared for presentation to the

- LA'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;
- c. If requested by DADS, monthly financial data in a format determined by DADS;
 - d. When necessary, a request to amend this Contract, on the *Contract Amendment Request* (Form C);
 - e. Four (4) copies of a comprehensive financial and compliance audit for the previous state fiscal year: three (3) copies to DADS and one (1) copy to the Office of Inspector General, Single Audit, HHSC, Office of 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 DADS; and
 - h. As necessary, all other submissions described in Attachment N (IDD Submission Calendar);
19. 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 N;
 20. Submit accurate and comprehensive monthly encounter data for all IDD services, including all required data fields and values, in accordance with the *IDD Service Grid Instructions*, *DADS Service Grid* and *Field Definitions* as well as procedures and instructions established by DADS;
 21. Submit online the Single Audit Determination Form as required by the Office of Inspector General (OIG) at https://oig.hhsc.state.tx.us/Single_Audit/. If the LA fails to complete the Single Audit Determination Form within the thirty (30) days after notification by OIG to do so, the LA shall be subject to sanctions and remedies for non-compliance with this Contract;
 22. Report aggregate critical incident data via CARE Screen 686 in accordance *the Mental Retardation Authority User Guide* at <http://www2.mhmr.state.tx.us/655/cis/training/MRAGuide.html>;
 23. With the exception of the retention requirements in the *HCS and TxHmL Interest List Manual*, retain for six (6) years following the later date of the expiration or termination of this Contract or the termination of services, protected health information and all records, reports, and source documentation related to service event data sufficient to support an audit concerning contracted expense and services, including work papers used to calculate individual costs;
 24. Retain for six (6) years following the expiration or termination of this Contract all documents required under this Contract, including:

- a. Internal monitoring records of the quality and appropriateness of Medicaid program participation and compliance;
 - b. All accounting and other financial records;
 - c. Real 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 DADS;
 - j. Subcontracts;
 - k. Records relating to matters in litigation, and
 - l. Claims payment histories;
25. Use CARE to collect, record, and electronically submit information to DADS, and to generate reports concerning performance under this Contract, in accordance with the *CARE Reference Manual*, *CARE User's Manual*, and *CARE Reporting Manual*;
26. Maintain access to the following DADS databases:
- a. Community Services Interest List (CSIL); and
 - b. Service Authorization System Online (SASO);
27. Collect, record, maintain, and retain information in accordance with Attachment J (HCS and TxHmL Interest List Maintenance) and the *HCS and TxHmL Interest List Manual* regarding consumers who have requested HCS or TxHmL services;
28. Authorize DADS, the Department of State Health Services (DSHS), the Health and Human Services Commission (HHSC), and their designees, as well 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 the LA or its subcontractors as necessary to enable DADS, DSHS, and HHSC to audit, monitor, and review the LA's compliance with the requirements of this Contract;
29. In compliance with the TGC, §2262.003, agree that:
- a. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract;
 - b. Acceptance of contract funds directly under this Contract or indirectly through a subcontract under this 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 the contract funds; and
 - c. 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 this Contract or subcontract;

- ii. Determining the state's rights or remedies under this Contract; or
 - iii. Evaluating whether the entity has acted in the best interest of the state;
30. Certify by execution of this Contract that the LA:
- a. Is not currently held in abeyance or barred from the award of a federal or state contract, and that the LA will provide immediate written notification to DADS if the LA 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, Government Code, the contractor (LA) 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;
31. Comply, and require its subcontractors to comply, with all laws, rules and regulations, current and future, that are applicable to the LA or its subcontractors, including but not limited to the following:
- a. Rules.
 - i. 40 TAC 1-G (Community Centers);
 - ii. 40 TAC 2-A (Local Authority Notification and Appeal);
 - iii. 40 TAC 2-B (Contracts Management for Local Authorities);
 - iv. 40 TAC 2-C (Charges for Community Services);
 - v. 40 TAC §2.151(1)(F) (Most Appropriate Available Treatment Alternative) and §2.152(e) (Special Considerations);
 - vi. 40 TAC 2-F (Continuity of Services – State Facilities);
 - vii. 40 TAC 2-G (Role and Responsibilities of Local Authority);
 - viii. 40 TAC 2-L (Service Coordination for Individuals with Mental Retardation);
 - ix. 40 TAC 4-A (Protected Health Information);
 - x. 40 TAC 4-C (Rights of Individuals with an Intellectual Disability);
 - xi. 40 TAC 4-D (Administrative Hearings under the Health and Safety Code, Title 7, Subtitle D);
 - xii. 40 TAC 4-K (Criminal History and Registry Clearances);
 - xiii. 40 TAC 4-L (Abuse, Neglect, and Exploitation in Local Authorities and Community Centers);
 - xiv. 40 TAC 5-A (Prescribing of Psychoactive Medication);
 - xv. 40 TAC 5-C (Use and Maintenance of TDMHMR Drug Formulary);
 - xvi. 40 TAC 5-D (Diagnostic Eligibility for Services and Supports — Intellectual Disability Priority Population and Related Conditions);
 - xvii. 40 TAC 9-D (Home and Community-based Services (HCS) Program);
 - xviii. 40 TAC 9-E (ICF/ID Programs — Contracting);
 - xix. 40 TAC 9-N (Texas Home Living (TxHmL) Program);
 - xx. 40 TAC 72-L (MOU-Capacity Assessment for Self-Care and Financial Management);
 - xxi. 40 TAC Chapter 17 (Preadmission Screening and Resident Review (PASRR)); and
 - xxii. 1 TAC 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 Article II.D.43;
 - 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. THSC Chapter 85 (concerning HIV/AIDS workplace and confidentiality guidelines);
32. Comply with the special terms and conditions in Attachment I (Special Terms and Conditions), if applicable;
33. Direct all inquiries and requests to DADS concerning or required by this Contract, including requests for amendment, to the Contract Manager or other individual designated as a Point of Contact under Article VI.L, unless otherwise provided in this Contract;
34. As required by 1 TAC Chapter 202, comply with the following portions of the HHSC Enterprise IT Division Policies, Standards & Procedures (which can be found at: <http://hhscx.hhsc.state.tx.us/tech/policy/default.shtml>):
 - a. Security Policy; and
 - b. Security Standards and Guidelines;
35. Use DADS current encryption software when communicating confidential information with DADS. DADS will provide notice to the LA if it changes its encryption software;
36. Develop and maintain an Emergency Plan as prescribed by Attachment W (Emergency Plan Requirements);
37. 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;
38. 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. The LA 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;
39. Agree that if it permits the use of electronic signatures to document any aspect of the provision of services under this Contract, the LA will maintain appropriate safeguards to assure the authenticity of the electronic records and signatures. The LA agrees that if it permits an electronic signature to be used on a document, the LA cannot challenge the authenticity or admissibility of the signature or the document in any audit, review, hearing, or other proceeding conducted by DADS, HHSC, the State Auditor's Office, a federal funding source, or a federal or state court;
40. Develop internal procedures for:

- a. processing requests when consumers 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;
41. Comply with the following provisions related to anti-discrimination laws:
- a. Comply with state and federal anti-discrimination laws, including without limitation:
 - 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 HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
 - b. 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 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 aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
 - c. 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 clients 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. LA 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. LA 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.
 - d. Comply with Executive Order 13279, and its 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, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
 - e. Upon request, provide HHSC Civil Rights Office with copies of all of the LA's civil rights policies and procedures.

- f. Notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section 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;
42. Comply with DADS information letters regarding LAs found at <http://www.dads.state.tx.us/providers/LA/index.cfm#com> (The LA is encouraged to subscribe to GovDoc on DADS website for notice of recently promulgated DADS information letters);
43. Designate a medical specialist who is a:
- a. registered nurse;
 - b. advance practice nurse;
 - c. physician's assistant; or
 - c. medical doctor.
44. 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;
45. Designate and report all LA contacts listed on the DADS Form S, as indicated, including the following required designees:
- a. A designated primary and secondary contact for PASRR requirements;
 - b. Diversion Coordinator contact, as defined in Attachment G of this contract; and
 - c. Medical Specialist contact;
46. Utilize 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 LA to perform work pursuant to the Contract.
47. Upon notification from DADS, comply with the PASRR Reporting manual.
48. Comply with all Attachments to this Contract.

ARTICLE III. REQUIREMENTS OF DADS

A. FUNDING AND ADJUSTMENTS

1. DADS shall authorize the Texas Comptroller of Public Accounts Office (the Comptroller) to release funds indicated on Attachment C (Allocation Schedule), for fiscal year 2014 as follows: 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.
2. DADS may adjust the LA's reported service performance as necessary to correct inaccuracies.
3. DADS may adjust the allocation of contract funds that supports programs refinanced to Medicaid during the term of this Contract.
4. The annual GR allocations include the state match for Medicaid Administrative Claiming (MAC) in Attachment C and DADS may adjust those amounts if the LA does not fulfill the requirements of the LA's contract for MAC.
5. This Contract is contingent upon the continued availability of funding. If funds indicated on Attachment C (Allocation Schedule) become unavailable through lack of appropriations, budget cuts, transfer of funds between health and human service agencies, amendment to the General Appropriations Act, agency consolidation, or for any other disruption of current appropriated funding for this contract, DADS may restrict, reduce, or terminate funding under this Contract. DADS will provide prior written notice to the LA, when feasible, of any action taken under this provision.
6. The term of this Contract is for two fiscal years as defined in Article VI.A. DADS 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.
7. If the LA is not able to expend the allocations within the fiscal year in a reasonable and allowable manner, as determined by DADS, then DADS may, at any time after consultation with the LA, reduce the allocation for the fiscal year and reallocate to other LAs, and may also reduce the allocation for future fiscal years.
8. Any payments due under this Contract will be applied towards any debt that the LA owes to the State of Texas.

B. GENERAL REQUIREMENTS

DADS shall:

1. Consider requests from the LA to allow 90 days to make significant changes to the LA's information system required by a contract amendment that affects the LA's information system;

2. Direct all requests and inquiries concerning this Contract to the LA's Executive Director, or other individual designated as the Point of Contact under Article VI.L;
3. Designate a DADS employee to oversee management of this Contract and to communicate official clarifications to this Contract;
4. Make available technical assistance for services, functions, and other requirements of this Contract, upon written request from the LA's Executive Director and approval by DADS;
5. Monitor the LA 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 LA and data submitted electronically by the LA. Reviews include elements related to quality assurance, priority population, Medicaid waiver authority requirements, and financial records and reports. When possible, DADS will coordinate on-site reviews with DSHS;
6. Conduct exit conferences with designated representatives of the LA prior to distributing findings by DADS' monitors, auditors, or other staff conducting audits or reviews; however, DADS is not required to conduct exit conferences in cases of investigations involving possible criminal activity; and
7. Maintain and make available formats necessary for the LA to complete Report III-IDD Budget and its instructions without amending this Contract.

ARTICLE IV. NON-COMPLIANCE BY LA

A. REMEDIES AND SANCTIONS

1. Remedies. DADS may impose one or more of the remedies described below for non-compliance with a contract requirement:
 - a. Require the LA to submit a Corrective Action Plan (CAP) to DADS for approval. The LA must submit the CAP to the Contract Manager within 30 calendar days after receiving a notice of deficiency. The CAP must include the following:
 - i. 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 DADS 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 DADS approves an additional amount of time prior to the expiration date. DADS may designate the timeframe to correct the deficiency;
 - ii. Identification of the party responsible for ensuring the deficiency is corrected;
 - iii. The actions that have been or will be taken to correct the deficiency; and
 - iv. 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;
 - b. Impose special conditions or restrictions following identification of the LA as High Risk, as described in Article IV.D.;

- c. Require the LA to retain a consultant or obtain technical training or assistance or managerial assistance;
 - d. Establish additional prior approvals for expenditure of contract funds;
 - e. Require submission of additional, more detailed financial or programmatic reports; and/or
 - f. Impose any other remedies provided by law.
2. **Mandatory Sanctions.** DADS will impose sanctions as described below:
- a. Recoup contract funds from the LA, for failing to meet a quarterly Service Target identified in Attachment A (Service Targets), 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 DADS. Services not counted toward service target performance may be considered in determining the LA's liability for recoupment;
 - b. Impose penalties for failing to meet a quarterly outcome target for a performance measure identified in Attachment B (Performance Measures and Outcome Targets) in accordance with the penalty chart in 4. below;
 - c. 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. DADS will consider the LA's non-compliance from the previous fiscal years when imposing penalties in this subsection 2.c. in accordance with the penalty chart in 4. below;
 - d. Impose penalties for failing to implement a CAP within the timeframe stated in the CAP that was accepted to correct the LA's failure to submit information in any item described in Article II.D.18.a.-g. and II.D.19. in accordance with Attachment N (IDD Submission Calendar). Penalties will be imposed in accordance with the penalty chart in 4. below; and
 - e. Impose penalties for failing to ensure the provision of a required IDD service quarterly as stipulated by Article II.C.6. in accordance with the penalty chart in 4. below.
3. **Discretionary Sanctions.** DADS may impose one or more of the sanctions described below for non-compliance with a contract requirement:
- a. Impose penalties for failing to comply with any contract requirement except those described in 2.b.-e. above, in accordance with the penalty chart in 4. below;
 - b. 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 2.c. above;
 - c. 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.;
 - d. Permanently withhold allocated funds, or require the LA to return contract funds for:
 - i. Unallowable, undocumented, inaccurate, or improper expenditures;
 - ii. Failure to comply with contract requirements; or
 - iii. Indebtedness to the United States or to the State of Texas;
 - e. Reduce the contract term;
 - f. Limit allocations to monthly distributions;
 - g. Require removal of any officer or employee of the LA:

- i. 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 DADS; or
 - ii. Who has committed an egregious violation of policies and procedures of the terms of this Contract, as determined by DADS;
 - h. Suspend all or part of this Contract. Suspension is, depending on the context, either: (1) the temporary withdrawal of the LA’s authority to obligate contract funds pending corrective action by the LA 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. The LA’s costs resulting from obligations incurred by the LA during a suspension are not allowable unless expressly authorized by the notice of suspension;
 - i. Deny additional or future contracts or renewals with the LA; and
 - j. Terminate this Contract, as described in Article IV.F.
4. DADS will use the following penalty chart for imposing penalties for mandatory sanctions described in 2.b., 2.c., 2.d., and 2.e. above, and for the discretionary sanctions described in 3.a and 3.b. above. 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 six sanctions.

LA Total Adjusted Annual Allocation	Failure to Correct
Up to \$1.5 million	\$1,000
Not to exceed	\$6,000
Up to \$3 million	\$2,000
Not to exceed	\$12,000
Greater than \$3 million	\$3,000
Not to exceed	\$18,000

If the LA reaches the “Not to Exceed” amount, DADS will require the LA’s Board of Trustees to pass a resolution to obtain assistance as described in Article IV.A.1.c. DADS retains the right to impose discretionary sanctions for additional violations.

- 5. Payments to LA may be withheld to satisfy any recoupment or penalty imposed by DADS.
- 6. Penalties may not be paid from contract funds or interest earned from contract funds.

B. PROCEDURES FOR IMPOSING REMEDIES AND SANCTIONS

- 1. The Contract Manager shall send to the LA notice of the LA’s alleged contract non-compliance and the specified remedy or sanction to be imposed.
- 2. The LA may submit a written request for an informal review to the DADS LA Section Director of the imposition of a *remedy*. The request for the informal review must be received within ten (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, DADS will impose the remedy. A timely request for informal review of a remedy based on failure to submit information in accordance with Attachment N (IDD Submission Calendar) must include written proof that the LA submitted the information by the due date.
3. The LA may submit a written request for reconsideration to the Sanction Action Review Committee of the imposition of a discretionary or mandatory sanction at: DADS 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, DADS will impose the sanction. A timely request for reconsideration of a sanction based on failure to submit information in accordance with Attachment N (IDD Submission Calendar) must include written proof that the LA submitted the information by the due date.
 4. The DADS LA Section Director shall notify the LA in writing of DADS' final determination.
 5. If DADS' final determination is to uphold the sanction, the LA shall remit to DADS any monetary amounts assessed within 30 days following the date specified in the notice of alleged non-compliance or DADS' final determination, whichever date is later, or interest will accrue on the unpaid amounts at the rate of 5% per annum.

C. EMERGENCY ACTION

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

Whether the LA's conduct or inaction is an emergency will be determined by DADS on a case-by-case basis and will be based upon the nature of the non-compliance or conduct.

D. IDENTIFICATION OF HIGH RISK

DADS may identify the LA 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 DADS policies. DADS will inform the LA of the identification as High Risk in writing. DADS 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 DADS has determined that the LA has taken corrective action sufficient to resolve the issues that led to the identification as High Risk.

E. MANAGEMENT TEAM

DADS may appoint a manager or management team to manage and operate the LA in accordance with THSC §§534.038-534.040 if the Commissioner finds that the LA or an officer or employee of the LA:

1. Intentionally, recklessly, or negligently failed to discharge the LA's duties under this Contract;
2. Misused state or federal money;
3. Engaged in a fraudulent act, transaction, practice, or course of business;
4. Endangered or may endanger the life, health or safety of a consumer;
5. Failed to keep fiscal records or maintain proper control over the LA's assets as prescribed by TGC, Chapter 783 and this Contract;
6. Failed to respond to a deficiency in a review or audit;
7. Substantially failed to operate within the functions and purposes defined in the LA's center plan; or
8. Otherwise substantially failed to comply with THSC Chapter 534, Subchapter A or DADS rules.

F. TERMINATION

1. If DADS determines the LA 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, DADS may initiate termination of this Contract in whole or in part, as follows:
 - a. DADS shall provide 30 days written notice of proposed termination to the LA;
 - b. The LA may request a hearing to appeal the proposed termination;
 - c. If the LA files a timely request for a hearing, the hearing shall be conducted in accordance with 1 TAC Chapter 357, Subchapter I, and 40 TAC Chapter 91; and
 - d. In lieu of contract termination, DADS may appoint a manager or management team to manage and operate the LA in accordance with THSC §§534.038-534.040.
2. DADS and LA may mutually agree to terminate this Contract, in whole or in part.
3. The LA may terminate this Contract in whole and without cause by giving 90 days written notice to DADS and submitting a transition plan that ensures there is no disruption in services to consumers.

ARTICLE V. NON-COMPLIANCE BY DADS

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

ARTICLE VI. MISCELLANEOUS PROVISIONS

A. TERM OF CONTRACT

The term of this Contract is September 1, 2013, through August 31, 2015.

B. WAIVER

Acceptance by either party of partial performance or failure to complain of any action, non-action, or default under this Contract shall not constitute a waiver of either party's rights hereunder.

C. VENUE

Proper venue for any litigation arising from this Contract shall be Travis County.

D. AMENDMENTS

This Contract may only be amended by written agreement between DADS and the LA. Amendments will be signed by the DADS delegated signature authority and the LA's Executive Director, unless written notice otherwise is provided pursuant to Article VI.K.

E. ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties.

F. 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.

G. ASSIGNMENT

Neither party may assign any of its rights or obligations, in whole or in part, under this Contract without the written consent of the other party, and such consent may be withheld for any reason by either party, except as otherwise provided by law.

H. INDEPENDENT CONTRACTOR

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

I. SIGNIFICANT CHANGE

If, as a result of a change to a rule, or state or federal law, the contractual obligations of the LA are materially changed or a significant financial burden is placed on the LA, the parties may negotiate in good faith to amend this Contract.

J. 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 DADS Offices located at 701 W. 51st Street, Austin, Texas, are authorized or obligated by law or executive order to be closed.

K. NOTICE

Any notice given under this Contract shall be made by any method of delivery that verifies receipt of the notice. Notice shall be sent to the address shown on the execution page or as otherwise agreed by the parties.

L. POINTS OF CONTACT

The LA shall designate its Executive Director to serve as the LA's single point of contact for all communications between the LA and DADS concerning this Contract. Notwithstanding this provision, the LA may designate an individual other than the Executive Director to serve as the single point of contact by notifying DADS in writing of such other designation.

DADS shall designate a Contract Manager to serve as DADS' single point of contact for all communications between DADS and the LA concerning this Contract. Notwithstanding this provision, DADS may designate an individual other than the Contract Manager to serve as the single point of contact by notifying the LA in writing of such other designation.

M. TRANSFER OF RESPONSIBILITIES

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

N. RETURN OF FUNDS

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

O. CONTRACT INSTRUCTIONS

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

P. EXCHANGE OF PROTECTED HEALTH INFORMATION

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

Q. BUY TEXAS

The LA shall purchase products and materials produced in 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 TGC, Chapter 2155, §2155.4441.

R. WEB LINK REFERENCES

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

T. IMMUNITY NOT WAIVED

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by DADS or the state of Texas of any immunity from suit or from liability that DADS or the state of Texas may have by operation of law.

ARTICLE VII. ACRONYMS

ABL	Adapted Behavior Level
ADA	Americans with Disabilities Act
AP	Alternate Placement
CAP	Corrective Action Plan
CARE	Client Assignment and Registration System
CCP	Comprehensive Care Plan
CFC	Community First Choice
CFR	Code of Federal Regulations
CHOW	Change of Ownership (NF)
CLO	Community Living Options
CLOIP	Community Living Options Information Process
CMWC	Customized Manual Wheelchair
CRCG	Community Resources Coordination Group for Children
CSIL	Community Services Interest List
DADS	Department of Aging and Disability Services
DARS	Department of Assistive and Rehabilitative Services
DB-MD	Deaf Blind-Multiple Disabilities
DD	Developmental Disability
DFPS	Department of Family and Protective Services
DID	Determination of Intellectual Disability (formerly DMR)
DME	Durable Medical Equipment
DSHS	Department of State Health Services
ECI	Early Childhood Intervention
GAA	General Appropriations Act
GR	General Revenue
HCS	Home and Community-based Services Program
HHSC	Texas Health and Human Service Commission
HIPAA	Health Insurance Portability and Accountability Act
HIV/AIDS	Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome
HUB	Historically Underutilized Business
ICD-9	International Classification of Diseases, 9th Revision
ICF/IID	Intermediate Care Facility for Individuals with an Intellectual Disability or Related Condition
ID	Intellectual Disability
IDD	Intellectual and Development Disability
ID/RC	Intellectual Disability/Related Condition assessment
IDT	Interdisciplinary Team
IPC	Individual Plan of Care
IQ	Intellectual Quotient
ISP	Individual Service Plan
IT	Information Technology
LA	Local Authority or Local IDD Authority
LAR	Legally Authorized Representative
LMHA	Local Mental Health Authority
LOC	Level of Care
LON	Level of Need
LSA	Local Service Area
MAC	Medicaid Administrative Claiming

MBOW	Intellectual and Development Disabilities and Behavioral Health Outpatient Warehouse
MCO	Managed Care Organization
MDS	Minimum Data Set
MERP	Medicaid Estate Recovery Program
MI	Mental Illness
MOU	Memorandum of Understanding
MSA	Management Service Agreement
NF	Nursing Facility
NPI	National Provider Identifier
OBRA	Omnibus Budget Reconciliation Act
OIG	Office of Inspector General
PASRR	Preadmission Screening and Resident Review
PDP	Person Directed Plan
PHC	Primary Home Care
PI	Promoting Independence
PIDA	Persons with Intellectual Disability Act (formerly PMRA)
PNAC	Planning and Network Advisory Committee
QA	Quality Assurance
RE	Referring Entity
RN	Registered Nurse
RR	Resident Review
SASO	Service Authorization System Online
SAVERR	System for Application, Verification, Eligibility Referral and Reporting
SC	Service Coordinator or Service Coordination
SP	Speech Therapy
SPT	Service Planning Team
SSA	Social Security Administration
SSAS	Single Service Authorization System
SSDI	Social Security Disability Income
SSLC	State Supported Living Center
SSI	Supplemental Security Income
TAC	Texas Administrative Code
TCM	Targeted Case Management (Medicaid-funded service coordination)
TDMHMR	Texas Department of Mental Health and Mental Retardation (Legacy)
TEA	Texas Education Agency
TGC	Texas Government Code
THRC	Texas Human Resources Code
THSC	Texas Health and Safety Code
TMHP	Texas Medicaid Healthcare Partnership
TxHmL	Texas Home Living
UGMS	Uniform Grant Management Standards
UR	Utilization Review

STATE AUTHORITY	LOCAL AUTHORITY																
Department of Aging and Disability Services (DADS)	(Overtyping Name of Local Authority)																
<table border="0"> <tr> <td data-bbox="175 569 646 632">Elisa Garza</td> <td data-bbox="646 569 776 632">Date</td> </tr> <tr> <td colspan="2" data-bbox="175 632 776 695">Assistant Commissioner</td> </tr> <tr> <td colspan="2" data-bbox="175 695 776 758">Access and Intake Division</td> </tr> </table>	Elisa Garza	Date	Assistant Commissioner		Access and Intake Division		<table border="0"> <tr> <td data-bbox="776 569 1328 632">(Overtyping Name)</td> <td data-bbox="1328 569 1446 632">Date</td> </tr> <tr> <td colspan="2" data-bbox="776 632 1446 695">Chair, Board of Trustees*</td> </tr> <tr> <td colspan="2" data-bbox="776 695 1446 758"> </td> </tr> <tr> <td data-bbox="776 758 1328 821">(Overtyping Name)</td> <td data-bbox="1328 758 1446 821">Date</td> </tr> <tr> <td colspan="2" data-bbox="776 821 1446 884">Executive Director*</td> </tr> </table>	(Overtyping Name)	Date	Chair, Board of Trustees*				(Overtyping Name)	Date	Executive Director*	
Elisa Garza	Date																
Assistant Commissioner																	
Access and Intake Division																	
(Overtyping Name)	Date																
Chair, Board of Trustees*																	
(Overtyping Name)	Date																
Executive Director*																	
<p>DADS ADDRESS Department of Aging and Disability Services DADS Performance Contracts Mail Code W354 P.O. Box 149030 Austin, TX 78714-9030</p> <p>Department of Aging and Disability Services DADS Performance Contracts Mail Code W354 701 W. 51st Street Austin, TX 78751</p>	<p>LOCAL AUTHORITY ADDRESS</p> <p>(Overtyping – Please provide both mail and physical addresses if they are different)</p>																

*Pursuant to Article VI.D, amendments will be signed by the LA’s executive director, unless written notice otherwise is provided pursuant to Article VI.K.

ATTACHMENT F

Description of IDD Services

* Indicates that the LA 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 LA must establish a standard charge for each service grid code.

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at www.dads.state.tx.us	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 LA's biennial contact of consumers on the 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 Texas Health and Safety Code, §593.005, and 40 TAC 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 §534.053(a)(3).
* Service Coordination (a service that is an authority function that may NOT be subcontracted)	Assistance in accessing medical, social, educational, and other appropriate services and supports that will help a consumer achieve a quality of life and community participation acceptable to the consumer as described in the plan of services and supports. Service coordination functions are: <ul style="list-style-type: none"> ▪ assessment — identifying the consumer's needs and the services and supports that address those needs as they relate to the nature of the consumer's presenting problem and disability; ▪ service planning and coordination — identifying, arranging, advocating, collaborating with other agencies, and linking for the delivery of outcome-focused services and supports that address the consumer's needs and desires; ▪ monitoring — ensuring the consumer receives needed services, evaluating the effectiveness and adequacy of services, and determining if identified outcomes are meeting the consumer's needs and desires; and ▪ crisis prevention and management — linking and assisting the consumer to secure services and supports that will prevent or manage a crisis. The plan of services and supports is based on a person-directed process that is consistent with the DADS <i>Person Directed Planning Guidelines</i> and describes:	Required This meets the requirements of §534.053(a)(4),(5).

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at www.dads.state.tx.us	Required by Law / Optional
	<ul style="list-style-type: none"> ▪ the consumer's desired outcomes; and ▪ the services and supports, including service coordination services, to be provided to the consumer, with specifics concerning frequency and duration. <p>This service category includes the following:</p>	
	<p>A. Basic Service Coordination: Service Coordination performed in accordance with 40 TAC Chapter 2, Subchapter L.</p>	
	<p>B. Continuity of Services: Activities performed in accordance with:</p> <ul style="list-style-type: none"> ▪ 40 TAC Chapter 2, Subchapter F, for a consumer residing in an SSLC 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 ▪ Article II. B. 4. of this Contract for a consumer enrolled in the ICF/IID program to maintain the consumer's placement or to develop another placement for the consumer. 	
	<p>C. Service Authorization and Monitoring: Services provided to a consumer who is assessed as having a single need (provision of this service counts toward Total Served if the consumer is receiving no other general revenue-funded IDD service).</p>	
	<p>D. Service Coordination – HCS or TxHmL Program Service Coordination for consumers enrolled in the Home and Community-based Services (HCS) Program or Texas Home Living (TxHmL) Program in accordance with 40 TAC Chapter 9, Subchapter D or Subchapter N.</p>	
<p>* IDD Community Services (provider services that may be subcontracted)</p>	<p>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. This service category includes:</p>	

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at www.dads.state.tx.us	Required by Law / Optional
	<p>A. Community Support: Individualized activities that are consistent with the consumer’s plan of services and supports and provided in the consumer’s home and at community locations (e.g., libraries and stores). Supports include:</p> <ul style="list-style-type: none"> ▪ habilitation and support activities that foster improvement of, or facilitate, a consumer’s ability to perform functional living skills and other daily living activities; ▪ activities for the consumer’s family that help preserve the family unit and prevent or limit out-of-home placement of the consumer; ▪ transportation for a consumer between home and the consumer’s community employment site or day habilitation site; and ▪ transportation to facilitate the consumer’s employment opportunities and participation in community activities. 	Optional
	<p>B. Respite: Planned or emergency short-term relief services provided to the consumer’s unpaid caregiver when the caregiver is temporarily unavailable to provide supports 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.</p>	<p>Required</p> <p>This meets the requirements of §534.053(a)(4).</p>
	<p>C. Employment Assistance: Assistance to a consumer in locating paid, individualized, competitive employment in the community, including:</p> <ul style="list-style-type: none"> ▪ helping the consumer identify employment preferences, job skills, work requirements and conditions; and ▪ identifying prospective employers offering employment compatible with the consumer’s identified preferences, skills, and work requirements and conditions. 	Optional
	<p>D. Supported Employment: Supported employment is provided to a consumer who has paid, individualized, competitive employment in the community (i.e., a setting that includes non-disabled workers) to help the consumer sustain that employment. It includes individualized support services consistent with the consumer’s plan of services and supports as well as supervision and training.</p>	Optional

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

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at www.dads.state.tx.us	Required by Law / Optional
	<p>I. Day Habilitation: Assistance with acquiring, retaining, or improving self help, socialization, and adaptive skills necessary to live successfully in the community and to participate in home and community life. Individualized activities are consistent with achieving the outcomes identified in the consumer's plan of services and supports and activities are designed to reinforce therapeutic outcomes targeted by other service components, school or other support providers. Day habilitation is normally furnished in a group setting other than the consumer's residence for up to six (6) hours a day, five (5) days per week on a regularly scheduled basis. The service includes personal assistance for consumers who cannot manage their personal care needs during the day habilitation activity as well as assistance with medications and the performance of tasks delegated by a RN in accordance with state law.</p>	Optional
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 LA who regularly stay overnight in the consumer's home. This service category includes:	Optional
	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 an consumer in a general hospital, a substance abuse program, an autism program, or an AIDS hospice.	

Service Category	CARE Code	Grid Code	Name of Service	Report III-IDD Crosswalk
Screening	NA	311	Screening	A.1.1
Eligibility Determination	R005	321	Eligibility Determination (DID / endorsement)	A.1.1
NA	NA	323	ICAP without DID	A.1.1
Service Coordination	R014 RONF RONR	351	Basic Service Coordination (SC)	A.1.1
	R019	341	SC – Continuity of Services	A.1.1
	R017	355	SC - Service Authorization and Monitoring	A.1.1
	R014 R01A	351	SC - HCS or TxHmL Program RO14 is used to represent the service delivery and RO1A is used to identify the service coordinator. Both codes are necessary.	A.1.1
	RONF	347	SC – Pre-Move Site Review	A.1.1
	RONF	348	SC – Post-Move Monitoring Review	A.1.1
	RONF RONR	366	SC – Community Living Options (CLO)	A.1.1
	RONF	370	SC – Any NF SPT exclusive of the Development or Quarterly SPT	A.1.1
	RONF	371	SC – Initial/Renewal	A.1.1
	RONF	372	SC – Quarterly Service Planning Meeting	A.1.1
IDD Community Services	RONF	373	SC – Transition Planning for person interested in community placement from NF	A.1.1
	R021	3101	Community Support	A.4.2
	R022	3122 hourly, 3132 daily	Out-of-Home Respite	A.4.2
	R023	3123 hourly, 3133 daily	In-Home Respite	A.4.2
	R041	3401	Employment Assistance	A.4.2
	R042	3402	Supported Employment	A.4.2
	R043	3403	Vocational Training	A.4.2
	R053	3104	Day Habilitation	A.4.2
R055	3206	Behavioral Support	A.4.2	
R054	3209	Nursing	A.4.2	

	RO54	3201 speech / language 3202 PT 3203 OT 3211 behavioral health services 3210 social work, counseling, audiology, and dietary	Specialized Therapies	A.4.2
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
NA	NA	345	Permanency Planning Review	A.1.1
NA	NA	365	Community Living Options Information Process (CLOIP)	A.4.2
NA	NA	311	PASRR Level II Evaluation	A.1.1.

ATTACHMENT G

Requirements for Individuals with IDD Related to Nursing Facilities

I. General Requirements:

A. As used in this Attachment:

1. “Individual” means an individual 21 years of age or older with an intellectual disability, related condition, or both who is a Medicaid recipient.
2. “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 days.
3. “Individual in the community” means an individual who has transitioned or been diverted from a nursing facility through enrollment in community-based Medicaid services, until 180 days after the date of enrollment.

B. Upon notice from and in a format approved by DADS, the LA must provide data and other information related to the services and requirements described in this Attachment.

C. At least quarterly, the LA must provide or arrange for the provision of educational or informational activities addressing community living options for individuals in nursing facilities in the LAs 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.

1. These educational or informational activities must be provided by persons who are knowledgeable about community services and supports.
2. These activities must not be provided by nursing facility staff or others with a contractual relationship with nursing facilities.
3. The LA 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.

4. The LA must maintain evidence of the content of and attendance at each quarterly educational or informational activity.

II. Pre Admission Screening and Resident Review (PASRR)

The LA must:

- A. Comply with all PASRR requirements in the LA's Medicaid Provider Agreement for the Provision of Intellectual Disability Service Coordination and PASRR and 40 TAC, Chapter 17.
- B. Upon notification by DADS, negotiate and comply with screening and/or evaluation requirements and timetables identified in any negotiated Plan of Completion or Implementation Plan, approved by DADS, for individuals identified by DADS.
- C. Complete and submit to DADS Form 1014, which identifies the specialized services an individual in a nursing facility will receive, following the initial interdisciplinary team (IDT) meeting and any SPT meeting in which a specialized service has been added or deleted.

III. Nursing Facility Diversion

- A. The LA must ensure that the Diversion Coordinator:
 1. is at least credentialed as a qualified intellectual disabilities professional (QIDP); and
 2. has experience in coordinating and/or providing services to individuals with IDD, including those with complex medical needs, in the community.
- B. The LA must ensure that the Diversion Coordinator performs the following duties:
 1. Identify available community living options, services, and supports to assist individuals to successfully live in the community;
 2. Provide information and assistance to service coordinators and other LA 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;
 3. Coordinate educational activities for service coordinators and other LA staff about available community services and about strategies to avoid nursing facility placement;

4. Within 45-75 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/her service coordinator for that purpose;
 5. On a quarterly basis, as indicated in the PASRR Reporting Manual, report to DADS the number of individuals admitted to nursing facilities, diverted from nursing facilities, and residing in a nursing facility for more than 90 days; and
 6. On a quarterly basis, as indicated in the PASRR Reporting Manual, provide information to DADS about barriers individuals have experienced in moving individuals in a nursing facility to the community.
- C. When conducting a PE, the LA must inform the individual referred for admission to a nursing facility, their family, and the LAR of community options, services, and supports for which the individual may be eligible. The LA, 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.
- D. The LA's initiation of enrollment in community-based Medicaid services as a diversion from admission to a nursing facility must occur before the individual's admission to a nursing facility or within 90 days after 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, or a stay beyond 90 days in, a nursing facility, consistent with the individual's choice.
- E. The LA must ensure that 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 in the community will be served in a residential setting that serves more than four individuals, unless the Diversion Coordinator:
1. 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
 2. Verified that the individual, family, and/or LAR made an informed decision regarding alternate living options.

IV. Service Coordination

- A. The LA must assign a service coordinator to an individual in a nursing facility within 30 days after completion of the individual's PE. If the individual refuses service coordination, the service coordinator must use Form 1044 to document the refusal, obtain necessary signatures and maintain documentation copy of the completed form in the individual's record.
- B. The assigned service coordinator for an individual in a nursing facility or an individual in the community is responsible for:
 - 1. Convening and facilitating the individual's service planning team (SPT) at least quarterly and more frequently, as needed;
 - 2. Facilitating the development of the individual's ISP on Form 1041, within 30 days after the completion of the PE;
 - 3. Facilitating revisions to the ISP, as needed; and
 - 4. Facilitating the coordination of services and supports.
- C. The assigned service coordinator must meet face-to-face with an individual in a nursing facility and an individual in the community on a monthly basis, or more frequently if needed.
- D. For an individual in a nursing facility, the LA must ensure the service coordinator:
 - 1. Provides information and discusses with the individual and LAR about the range of community living options (CLO) using DADS developed materials during the individual's initial meeting with the service coordinator and at least every six months thereafter, documenting the discussion on DADS Form 1039 ;
 - 2. Monitors the delivery of all specialized services provided to the individual;
 - 3. Facilitates visits to community programs, when appropriate, and addresses concerns about community living with the SPT;
 - 4. Offers the individual and LAR opportunities for quarterly educational and informational activities described in I.C. of this attachment; and

5. Facilitates coordination between an individual's ISP and the nursing facility's plan of care.
- .
- E. For an individual in a nursing facility who is transitioning to the community, the LA must ensure the service coordinator facilitates the SPT's transition planning responsibilities, including the development of a transition plan documented on Form 1041 as described in Section VI of this attachment.
 - F. For an individual in the community for whom the LA provides service coordination, the LA must ensure the service coordinator:
 1. Complies with the requirements described in IV.B. of this attachment;
 2. Inquires about any recent hospitalizations, emergency department contacts, increased physician visits, or other crises, including medical crises. If the individual experiences any hospitalization, emergency room contacts, or crises, the service coordinator must convene the SPT to identify all necessary modifications to the individual's ISP and must work with the SPT to arrange for any additional needed services or supports;
 3. Records health care status sufficient to readily identify when changes in the individual's status occurs; and
 4. Ensures that the individual receives timely initial and ongoing assessments of medical, nursing, and nutritional management needs.
 - G. The LA must ensure that caseload ratios for service coordinators are sufficient to effectively serve individuals in a nursing facility and individuals in the community, and are based on individual needs and the person-centered planning process, recognizing that transitioning an individual from a nursing facility to the community and serving individuals with complex needs in the community can require intensive service coordination.
 - H. For an individual in the community who has enrolled in HCS or TxHmL, the LA must:
 1. for 180 days after the individual leaves the NF, continue to:
 - a. Meet face-to-face with the individual on a monthly basis, or more frequently, if needed;

- b. Convene the SPT at least quarterly, or more frequently, as needed, to review and revise the ISP; and
 - c. Be responsible for planning, ensuring the implementation of, and monitoring all services identified on the ISP; and
2. after the individual in the community has been enrolled in HCS or TxHmL for 180 days, the LA must continue to provide service coordination in accordance with, and at the frequency required, by the rules for the community program in which the individual is being served.

V. Service Planning Team (“SPT”)

- A. The LA must ensure that the SPT for an individual in a nursing facility and an individual in the community is convened 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.
- B. The SPT must ensure that an individual in a nursing facility or an individual in the community, 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.
- C. For an individual in a nursing facility or an individual in the community for whom the LA provides service coordination, the LA must ensure that the SPT will:
 - 1. Develop an ISP using Form 1041 that:
 - a. Is individualized and developed through a person-centered process;
 - b. Identifies the individual’s strengths; preferences; medical, nursing, nutritional management, clinical, and support needs; and desired outcomes; and
 - c. 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.
 - 2. Assess the adequacy of the services and supports that the individual is receiving; and

3. Monitor the individual's ISP to make timely additional referrals, service changes, and amendments to the plan as needed.
- D. For an individual in a nursing facility for whom the LA provides service coordination, the LA must ensure that the SPT will:
1. Include the following persons:
 - a. the individual being served;
 - b. his or her LAR;
 - c. the service coordinator;
 - d. nursing facility staff familiar with the individual's needs;
 - e. persons providing specialized services for the individual;
 - and,
 - f. DADS contracted relocation specialist, if the individual desires to move to the community;
 - g. a representative from that provider, if one has been selected;
 - and
 - h. other participants such as:
 1. a concerned person whose inclusion is requested by the individual or the LAR; and
 2. at the discretion of the LA, other persons who are directly involved in the delivery of services to individuals with IDD.
 2. Identify the specific specialized services to be provided to the individual, including the amount, intensity, and frequency of each specialized service;
 3. Be 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; and
 4. Ensure that 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.
- E. For an individual in the community for whom the LA provides service coordination, the SPT will:
1. Include the persons specified in the rules for the program in which the individual is enrolled;

2. Be responsible for planning, implementing, and monitoring of all services identified in the ISP; and
3. Determine the sufficient frequency of face-to-face service coordination contacts based on risk factors including, but not limited to, recent transition from a nursing facility, the assessed need for more intensive monitoring; recent or repeat hospitalizations; recent or repeat emergency room contacts; or factors placing the individual at risk of readmission to a nursing facility due to identified medical, psychiatric, or behavioral conditions.

VI. Transitioning from Nursing Facilities

- A. Upon notification by DADS that an individual in a nursing facility whose response in Section Q of the MDS 3.0 indicated that the individual is interested in speaking with someone about returning to the community, the LA, within 30 days after receipt of this information, must contact the individual to determine whether the individual is interested in transitioning to the community.
- B. For an individual in a nursing facility whose PASRR evaluation reflects that the individual's needs can be met in an appropriate community setting or who expresses an interest in transitioning to the community the SPT must create a transition plan.
 3. A transition plan:
 - a. describes the activities, timetable, responsibilities, services, and supports involved in assisting the individual to consider community living options, choose a provider, and transition from the nursing facility to the community; and
 - b. specifies the frequency of monitoring visits by the service coordinator and identify at least three monitoring visits during the first 90 days following the individual's move, including one within the first seven days.
 2. The SPT must develop, implement, monitor, and revise the transition plan, as necessary.
- C. For an individual in a nursing facility who is transitioning to the community, the LA must ensure that:
 1. As requested by the individual or LAR, trial visits to providers in the community are facilitated for the individual, including overnight visits where feasible.

2. Enrollment in the HCS or TxHmL program for the individual occurs within the time frames described in Attachment K, specifically II.A.1, unless DADS grants an extension to the LA.
3. All essential supports identified in the individual's transition plan are in place prior to the individual's transition to the community, and that the determination of such is documented on Form 1042.
4. In the event the SPT makes a recommendation that the individual remain in a nursing facility, the SPT must:
 - a. document the reasons for the decision
 - b. identify the barriers to placement in a more integrated community setting; and
 - c. describe in the service plan the steps the team will take to address those barriers.
- D. For an individual in the community, the service coordinator must conduct monitoring in accordance with the community transition plan, including at least three monitoring visits during the first 90 days following the individual's move, including one within the first seven days and document each visit on DADS Form 1043.
- E. The LA must maintain a list of all individuals 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, the LA must notify the service coordinator to discuss community living options.

VII. Specialized Services Provided by a the Local Authority

For an individual in a nursing facility, the LA must:

1. provide specialized services to the individual as required by rules governing PASRR (40 TAC, Chapter 17); and
2. request reimbursement for the delivery of specialized services provided by the LA in accordance with DADS instructions on DADS Form 1048.

ATTACHMENT J

HCS and TxHmL Interest Lists Maintenance

- I. The LA shall comply with the HCS and TxHmL Interest Lists Manual, which is available at <http://www.dads.state.tx.us/handbooks/lah/InterestListManual/index.htm>. 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.

The LA 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 B (Performance Measures and Outcome Targets).

II. Requesting DADS to Change HCS or TxHmL Interest Lists Information

A request for DADS to change HCS or TxHmL Interest Lists information for a consumer must be made by the IDD Services Director or a designee who reports to the IDD Services Director. A separate request for each consumer must be submitted.

- A. For a request to change HCS or TxHmL Interest Lists information because of an LA data input error or procedural error, the LA must complete and submit to the DADS contract manager a Request to Change Interest Lists Information for HCS or TxHmL (Form 8571).
- B. If the consumer identifies the HCS or TxHmL Program as a preferred service and the consumer informs the LA that he/she was determined ineligible for a DADS waiver (except HCS or TxHmL) due to a reason other than financial ineligibility, the LA will request that DADS change the consumer's begin date for HCS or TxHmL to be the consumer's "Request Date/Time" in the Community Services Interest Lists (CSIL) for the DADS waiver for which the consumer was denied. If the consumer is already on the Interest Lists for HCS or TxHmL, the LA 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 DADS waiver for which the consumer was denied. The request must be typed and:
1. be addressed to the DADS contract manager;
 2. provide an explanation that the consumer was determined ineligible for the DADS waiver, including the name of the DADS waiver;
 3. provide the consumer's "Request Date/Time" in CSIL for the DADS waiver for which the consumer was denied eligibility; and
 4. written evidence supporting the change being requested (i.e., a copy of the letter addressed to the consumer stating that the consumer is ineligible for the DADS waiver program or other appropriate documentation).

ATTACHMENT K

Medicaid Program Enrollment Requirements

ENROLLMENT INTO THE HCS PROGRAM AND TXHML PROGRAM

- I. THE LA SHALL:
- A. Designate staff to complete enrollments for the following waiver programs:
 - 1. Home and Community-based Services (HCS) Program; and
 - 2. Texas Home Living (TxHmL) Program.
 - B. Require all designated staff to complete the online DADS enrollment training before performing enrollment activities and at least annually thereafter for as long as the staff performs enrollment activities for the LA. The training can be found at:
<http://www.dads.state.tx.us/providers/LA/training/index.html>
 - C. Ensure designated enrollment staff do not perform functions for the LA's provider operations.
- II. THE LA SHALL:
- A. Complete the enrollment process for each authorized consumer into the HCS Program and TxHmL Program in accordance with DADS rules and within the timeframes below (the enrollment process is complete when the consumer status in CARE screen C61 is "active" or "denied"). The LA may request an extension of the timeframes and DADS will grant an extension for good cause:
 - 1. for a consumer residing in a nursing facility — 180 calendar days after the LA was notified of the program vacancy;
 - 2. for a consumer residing in a community ICF/IID or being discharged from a state mental health facility — 90 calendar days after the LA was notified of the program vacancy; and
 - 3. for a consumer residing in his or her own or family's home — 75 calendar days after the LA was notified of the program vacancy.
 - B. Access the Service Authorization System Online (SASO) to determine if the consumer is currently enrolled in a Medicaid waiver program, and if so, the LA shall:
 - 1. inform the consumer or LAR of the requirement to choose either the program the consumer is currently enrolled in or the program that the LA is offering; and
 - 2. provide program comparison information found at:
http://www.dads.state.tx.us/providers/waiver_comparisons/index.html.

- C. Use the HCS PDP Form 8665, 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 a consumer enrolling in the HCS Program. (Form 8665 and the information contained in the discovery tool and discovery guide may be used for developing the person-directed plan for an individual enrolling in TxHmL.)
- D. Enter the consumer's enrollment information into the CARE Automated Enrollment and Billing System screens L01, L23 (if applicable), L02, L03, L09, and L05.
- E. Review each consumer enrolling in HCS to determine if the consumer is eligible for inclusion in the Money Follows the Person (MFP) Demonstration Project as follows.
1. A consumer is eligible for inclusion in the MFP Demonstration Project if the consumer meets all of the following criteria:
 - a. the consumer 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)*;
 - b. the consumer's 90-day stay in the institutional setting as required by a. above excludes any days funded by Medicare;
 - c. the consumer must be Medicaid eligible under Title XIX of the Social Security Act; and
 - d. the consumer must transition from the nursing facility or ICF/IID into a qualifying residence, which is the consumer's own home or family home, a foster companion care home, a three-person group home, or a four-person group home.
 2. A consumer is eligible for inclusion in the MFP Demonstration Project if:
 - a. the consumer is a resident of a medium ICF/IID (9-13 beds) or large ICF/IID (14 beds or more);
 - b. the facility owner has an approved plan to participate in the MFP Demonstration Voluntary Closure Pilot; and
 - c. the consumer meets the eligibility criteria described in paragraph 1. a.-d above.
 3. A consumer is eligible for inclusion in the MFP Demonstration Project if the consumer is under 22 years of age and:
 - a. is a resident of a small ICF/IID (1-8 beds);
 - b. meets the eligibility criteria described in paragraph 1. a.-c. above except that the ICF/IID may be a small facility; and

- c. transitions from the small ICF/IID into the consumer's own home or family home or a foster companion care home.
 4. If the consumer is eligible for the MFP Demonstration Project, the LA will provide the consumer or LAR with a brief explanation of the project using the information on the *Informed Consent for Participation* (Form 1580-IDD) and invite the consumer and LAR to participate in the project by signing the form. If the consumer or LAR agrees, the LA will follow the instructions on the form, including completion of the "For Official Use Only" section of the form. The LA must complete the form as soon as possible and fax it to DADS immediately after completion, but no later than two weeks before the consumer is discharged from the facility. NOTE: The LA 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-IDD.
 5. If the consumer or LAR signs the form, the LA must enter "Y" on the CARE screen L01 for the question MFP DEMO Y_ N_.
 6. On a case-by-case basis, DADS may determine a consumer eligible for the MFP Demonstration Project and direct the LA to comply with II.E.4. and 5. for that consumer or LAR.
- F. If the consumer being offered a program vacancy in HCS or TxHmL is enrolled in STAR+PLUS Waiver program (SPW):
1. inform the consumer that disenrollment in SPW is required in order to enroll in HCS or TxHmL;
 2. ensure the consumer's Individual Plan of Care (IPC) begins on the first day of a month;
 3. ensure the consumer's enrollment data has been entered into CARE within seven (7) days prior to the end of the month before the consumer's scheduled enrollment date; and
 4. if the LA anticipates the consumer's HCS or TxHmL enrollment will not be completed within the timeframes listed in II.A. of this attachment, request that DADS approve an extension (using Form 1045 *Request for HCS/TxHmL Enrollment Extension* or an Excel spreadsheet developed by DADS) to the time allowed for the enrollment.
- G. Comply with the instructions in this section when offering an HCS or TxHmL Program vacancy:

1. For a consumer whose enrollment process is not complete within the timeframes listed in II.A. of this attachment, the LA must have, within the same timeframes:
 - a. submitted to DADS a *Verification of Freedom of Choice* form with the consumer's or LAR's signature and date declining the HCS or TxHmL Program, as appropriate;
 - b. submitted to DADS documentation that the LA sent a letter of withdrawal in accordance with DADS rules; or
 - c. 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 DADS) that DADS has approved. NOTE: A Request for extension received by DADS after the 15th day of the last month of a quarter will not be approved for that quarter.

2. If the LA that is authorized to offer an HCS or TxHmL program vacancy to a consumer (the authorized LA) anticipates the consumer's HCS or TxHmL enrollment will not be completed by the required date, the LA must request that DADS grant an extension (using Form 1045 or an Excel spreadsheet developed by DADS) to the time allowed for the enrollment and provide a reason for the delay.

For HCS only: If the reason for the delay is related to determination of Medicaid eligibility, the LA must proceed with enrollment activities and data entry of all the enrollment screens in CARE, as required by II.D. above, prior to submitting a request for extension.

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

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

For refinance TxHmL slots only: If the authorized LA attempts to contact the consumer or LAR and learns that the consumer or LAR has relocated to another local authority's local service area, the authorized LA must contact DADS for further instructions.

4. For all HCS slots and those TxHmL slots that are *not* refinance slots: If the authorized LA contacts the consumer or LAR and begins the enrollment process and the applicant or LAR selects a provider in a different local authority's local service area, then the authorized LA 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 LA must:
 - a. request an extension on the enrollment if the enrollment will not be completed in the originally assigned or extended timeframe;
 - b. transfer the consumer to the local authority in which the selected provider operates;
 - c. provide the initial PDP to the provider and complete the IPC negotiations with the provider; and
 - d. send hard copies of all enrollment documents, including the provider choice form and any enrollment extensions already obtained, to the receiving LA.

Once the receiving LA receives the information from the authorized LA, then the receiving LA is responsible for meeting required timeframes for enrollment.

For HCS only: The receiving LA 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.

For TxHmL only: The receiving LA 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 LA determines the individual is likely to be denied Medicaid. In which case, the LA must provide a reason for such determination on the extension request (Form 1045).*

- H. If the consumer being offered a program vacancy is currently receiving general revenue-funded services from the LA, inform the consumer and LAR that if the consumer or LAR declines the offer of waiver services identified by DADS (i.e., HCS or TxHmL) the LA will terminate the general revenue services in accordance with rules governing the HCS or TxHmL Program.
- I. Prior to enrollment, ensure the consumer and LAR are provided information about the Medicaid Estate Recovery Program as described in Attachment R (Medicaid Estate Recovery Program).

- J. Prior to enrollment, determine whether the consumer is a Medicare beneficiary. If the consumer is a Medicare beneficiary, the LA must comply with the following:
1. The LA must verify that the consumer:
 - a. 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
 - b. has been deemed eligible for extra help and if not, assist the consumer in applying for extra help using the SSA-1020 form found at www.socialsecurity.gov.
 2. If the consumer is not already enrolled in a drug plan, the LA shall explain to the consumer and LAR that the consumer 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. The LA shall:
 - a. encourage the consumer to enroll in a drug plan before enrollment if possible; and
 - b. offer assistance, and provide assistance if requested, to the consumer and LAR with evaluating the drug plans to identify the plan that is most beneficial to the consumer.
 3. The LA shall explain to the consumer and LAR that:
 - a. the consumer 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;
 - b. the consumer will be automatically deemed eligible for the extra help, which will assist with his or her drug costs;
 - c. the consumer is not responsible for any cost sharing for his or her prescription medications;
 - d. the consumer will pay little or no premiums and no deductible;
 - e. the consumer 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);
 - f. if the consumer is enrolling in TxHmL, the LA service coordinator can assist him or her with changing drug plans and filing an exception, appeal, or grievance with the drug plan; and
 - g. if the consumer 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.
 4. Note: The information contained in 1.-3. above pertains to a consumer with Medicare *and* Medicaid (referred to as “full-dual eligible”). A consumer with only Medicaid is not affected by the Medicare Prescription Drug Program and will continue to receive his or her drugs through Medicaid.

- K. Explain to the consumer or LAR he or she must document the following on the *Verification of Freedom of Choice* form:
1. that he or she chooses the TxHmL or HCS Program rather than the ICF/IID Program or other services (or program); or
 2. that he or she declines the TxHmL or HCS Program and chooses instead the ICF/IID Program or "Other". If the consumer or LAR chooses "Other," then the LA should encourage the consumer or LAR to identify the other services (or program) and the reason.
- L. For a consumer who has declined to participate in the HCS or TxHmL Program:
1. submit to DADS a copy of the completed *Verification of Freedom of Choice* form; and
 2. enter the decline status code in CARE if the consumer's name is on the HCS or TxHmL Interest List;
- M. For a consumer who has chosen to participate in the HCS or TxHmL Program:
1. submit to DADS a copy of the completed *Verification of Freedom of Choice* form;
 2. explain to the consumer 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;
 3. be objective in assisting a consumer or LAR in selecting an HCS or TxHmL Program provider, and not influence the consumer's or LAR's decision;
 4. provide the consumer or LAR with a current list (i.e., dated within seven (7) 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 LA's LSA that have not reached their service capacity. The list will also include local "applicant contact" information, if available, for use by the consumer or LAR; and
 4. document the selection of the program provider on the *Documentation of Provider Choice* form and submit a copy of the form.

- N. Not allow any of the LA's staff from its provider operations to initiate contact with the consumer or LAR prior to the completion of the *Documentation of Provider Choice* form.
- O. For a consumer who is being enrolled in the TxHmL Program, ensure the LA service coordinator facilitates the completion of the *Texas Home Living Program Service Coordination Notification* (Form 8586).
- P. Maintain the following completed forms in the consumer's record:
 - 1. *Verification of Freedom of Choice* form;
 - 2. *Documentation of Provider Choice* form; and
 - 3. *Texas Home Living Program Service Coordination Notification* (Form 8586), if applicable.

ENROLLMENT INTO THE ICF/IID PROGRAM

THE LA SHALL:

- A. Complete enrollment of a consumer into the ICF/IID Program in accordance with DADS rules;
- B. Prior to enrollment, ensure the consumer and LAR are provided information about the Medicaid Estate Recovery Program as described in Attachment R (Medicaid Estate Recovery Program); and
- C. Prior to enrollment, determine whether the consumer is a Medicare beneficiary. If the consumer is a Medicare beneficiary, the LA must do the following:
 - 1. The LA must verify that the consumer:
 - a. 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
 - b. has been deemed eligible for extra help and if not, assist the consumer in applying for extra help using the SSA-1020 form found at www.socialsecurity.gov.
 - 2. If the consumer is not already enrolled in a drug plan, the LA shall explain to the consumer and LAR that the consumer 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. The LA shall:
 - a. encourage the consumer to enroll in a drug plan before enrollment if possible; and

- b. offer assistance, and provide assistance if requested, to the consumer and LAR with evaluating the drug plans to identify the plan that is most beneficial to the consumer.
3. The LA shall explain to the consumer and LAR that:
 - a. the consumer 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;
 - b. the consumer will be automatically deemed eligible for the extra help, which will assist with his or her drug costs;
 - c. the consumer will not have any cost-sharing responsibilities such as premiums, deductibles, co-payments, or co-insurance for drugs covered by the plan; and
 - d. the ICF/IID Program provider can assist the consumer or LAR with changing drug plans and filing an exception, appeal, or grievance with the drug plan.
 4. Note that the information contained in 1.-3. above pertains to a consumer with Medicare *and* Medicaid. A consumer with Medicaid only is not affected by the Medicare Prescription Drug Program and will continue to receive his or her drugs through Medicaid.

ENROLLMENT INTO COMMUNITY FIRST CHOICE (CFC)

THE LA SHALL:

- A. Designate staff to complete eligibility, assessment and enrollment activities for individuals referred to the LA by a Medicaid Managed Care Organization (MCO) for CFC services;
- B. Provide service coordination to an individual with an intellectual disability or related condition receiving CFC services provided through a Medicaid MCO.

ATTACHMENT M

Options for IDD Services and Supports

The following documents and forms are referenced in this attachment:

- *Explanation of IDD Services and Supports* (Publication No. DADS-245)
(<http://www.dads.state.tx.us/providers/LA/index.cfm#explanation>)
- *Residential Options for Individuals with an Intellectual Disability or Related Condition* pamphlet
(DADS mails the pamphlets to LAs)
- *A Message for Families ...*
(<http://www.dads.state.tx.us/providers/pi/permanency/forms/index.html>)
- *Long Term Services and Supports* (Form 2121)
(<http://www.dads.state.tx.us/forms/2121/>)
- contact list for all LAs, Area Agencies on Aging (AAAs), and DADS community services regional offices
(<http://www.dads.state.tx.us/contact/DADSServicesByCounty.html>)
- *Identification of Preferences* (Form 8648)
(<http://www.dads.state.tx.us/forms/8648/>)

Definitions for this attachment:

Actively involved person – For a consumer 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 consumer is supportive of the consumer as determined by the LA. The LA's determination is based on:

1. Observed interactions between the person and the consumer;
2. the person's knowledge of and sensitivity to the consumer's preferences, values, and beliefs;
3. the person's availability to the consumer for assistance or support; and
4. the person's advocacy for the consumer's preferences, values, and beliefs.

LAR (legally authorized representative) – A person authorized by law to act on behalf of a consumer and who may be:

1. 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
2. for an adult — a court-appointed guardian or representative of the entity to which a court has assigned conservatorship (e.g., DADS Guardianship Program).

- I. In response to an inquiry for information about programs and services for a consumer with an intellectual disability:
 - A. The LA will provide an explanation of services and supports to the consumer and LAR or an actively involved person using the *Explanation of IDD Services and Supports* publication. The LA may supplement the *Explanation of IDD Services and Supports* publication by adding a description of services and

supports unique to the LA's local service area. The LA may not delete or modify any information in the *Explanation of IDD Services and Supports*.

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

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

- C. If an LAR to whom the LA provides an oral explanation of programs and services is not a family member of the consumer, provide an oral explanation to at least one family member of the consumer, if possible.

- D. Provide or mail a copy of:
1. the *Explanation of IDD Services and Supports* publication;
 2. the *Long Term Services and Supports* (Form 2121);
 3. the current contact list for all LAs, Area Agencies on Aging (AAAs), and DADS community services regional offices; and
 4. if applicable, a copy of the *A Message for Families ...* document and a Residential Options pamphlet; and

- E. Document the following:
1. Date of the inquiry;
 2. Name of the consumer identified to receive services and supports (if provided);
 3. Name and address of the person making the inquiry (if provided);
 4. Date of the mailing (if applicable); and
 5. Other information, as needed.

- II. When a consumer and LAR or actively involved person is ready to identify a preference for services and supports, the LA will:

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

- B. Document the identified preferred services and supports on the *Identification of Preferences* (Form 8648), sign and date the form, and request, but not require, that the consumer, LAR, or actively involved person sign and date the form;

- C. Give the consumer, LAR, or actively involved person a copy of the completed *Identification of Preferences* (Form 8648); and

- D. Retain the original *Identification of Preferences* (Form 8648) or an electronic copy in the LA's file for the consumer until after the consumer has enrolled in or received every identified preferred service.
- III. Although the LA is required to provide the individual and LAR or actively involved person an explanation of services and supports described in section I.A. of this attachment, the consumer, LAR, or actively involved person may choose to identify preferred services before receiving the explanation. In such cases, the LA will provide the oral explanation and/or mail the explanation documents after the *Identification of Preferences* (Form 8648) has been completed.
- IV. The LA 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 LA will direct all inquiries, must be provided to the LA 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).
- V. If the preferred service or support identified on the *Identification of Preferences* (Form 8648) is:
- A. HCS, the LA must complete the *Questionnaire for HCS/CLASS Interest Lists* (Form 8577) and enter the form's data into CARE, unless the LA determines from the CARE record that the form has already been completed, and record the consumer's name on the HCS Interest List with the begin date being the date HCS was identified as preferred.
 - B. TxHmL, the LA must record the consumer'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 LA will begin the enrollment or admission process described in DADS rules as appropriate to program (i.e., 40 TAC Chapter 2, Subchapter F, or Chapter 9, Subchapter E).
 - D. LA community services, the LA will begin the eligibility determination process as soon as possible as local resources allow.
- VI. If the primary correspondent requests that the consumer'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. The LA must retain the *Identification of Preferences* (Form 8648) indefinitely in the LA's file for the consumer.