

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

Other - Grant Funds Subject to Reimbursement.

Ronald C. Shiu
City Controller of the City of Houston, Texas

Date: 9-9, 2014

Jessie Polk
City Controller of the City of Houston, Texas

FUND REF: 5030-3800- AMOUNT: 0- ENCUMB. NO.: GM38194-15

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MS

City of Houston, Texas Ordinance No. 2014-821

AN ORDINANCE APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE CITY AND THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (DADS) FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN AGING AND DISABILITY RESOURCE CENTER (ADRC) FOR TRANSITIONAL HOUSING ASSISTANCE AND OTHER ADRC SERVICES FOR OLDER ADULTS; DECLARING THE CITY'S ELIGIBILITY FOR THE CONTRACT GRANT FUNDS; AUTHORIZING THE DIRECTOR OF THE HEALTH AND HUMAN SERVICES DEPARTMENT TO ACCEPT AND EXPEND SUCH GRANT FUNDS, AND ACCEPT ALL SUBSEQUENT AWARDS, IF ANY, PERTAINING TO THE ADRC SERVICES; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The Director of the Health and Human Services Department is designated as the official authorized to accept and expend the funds and to accept all subsequent awards, if any, pertaining to the development and implementation of an Aging and Disability Resource Center (ADRC), and any extension of the contract if offered by the Texas Department of Aging and Disability Services. The project period under this contract is from September 1, 2014 through August 31, 2015. The Mayor and the Director of the Houston Health and Human Services Department are authorized to execute all documents accepting future funds.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

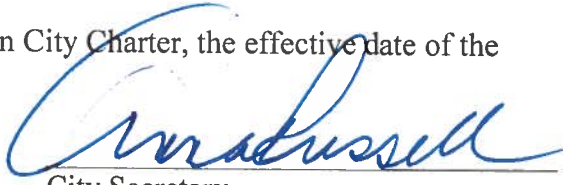
Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 10th day of September, 2014.

APPROVED this _____ day of _____, 2014.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 16 2014.


 City Secretary

(Prepared by Legal Dept. San P. Nguya)
 (LPN:ln 9-3-14) Sr. Assistant City Attorney
 (Requested by Stephen L. Williams, Director, Department of Health and Human Services)
 (L.D. File No. _____)

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AYE	NO	
<input checked="" type="checkbox"/>		MAYOR PARKER
....	COUNCIL MEMBERS
<input checked="" type="checkbox"/>		STARDIG
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CAPTION	ADOPTED	

**Contract between the
Department of Aging and Disability Services
and
City of Houston, Department of Health and Human Services**

1. Parties

This contract is between the Department of Aging and Disability Services (DADS) and the City of Houston, Department of Health and Human Services (Contractor). DADS and Contractor may collectively be referred to as the “parties.”

DADS is an agency of the State of Texas, with its principal office located at 701 W. 51st Street, Austin, Texas 78751. Contractor is a governmental entity, with its principal office located at 8000 N Stadium Drive, 3rd floor, Houston, TX 77054.

2. Purpose and Objectives

The purpose of this contract is to develop and implement an Aging and Disability Resource Center (ADRC) as described within this contract, including all contract attachments.

Contractor must provide ADRC services to the counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton.

3. Background

In October 2010, DADS awarded a contract for ADRC services to Contractor through a competitive procurement (Request for Proposal No. 3539-11-0004). Pursuant to the grant restricted funding provided by the Centers for Medicare and Medicaid Services (CMS), Contractor has been the recipient of amendments for continued services without the need of competitive procurement.¹

DADS Access and Intake division is responsible for overseeing administrative processes relating to Area Agencies on Aging (AAAs) and ADRCs. Because of the similar and shared missions of AAAs and ADRCs, DADS chose to amend Contractor’s AAA contract to include the provision of ADRC services.

¹ Texas Administration Code. (n.d.). RULE §391.109 Exceptions to Competitive Procurement Methods. “Gift or grant-restricted use—funding that is accompanied by written instructions from a public or private grantor, donor, or other funding source which require the purchasing entity to contract with a specific entity in a specific manner, or within a specific time frame.” Retrieved on November 20, 2013 from [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=109](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=109)

DADS decided to remove ADRC services from Contractor's AAA contract, effective August 31, 2014. This "standalone" contract will improve contract accounting and oversight and provide Contractor with additional standards of performance required by the Balancing Incentive Program (BIP). Transitioning to a standalone contract will also clarify Contractor obligations and support their ability to meet and comply with contract requirements and deliverables.

4. Authority to Contract

The authority on which this contract is based is Section 10202 of the Patient Protection and Affordable Care Act (Pub. L. 111-148) (The Affordable Care Act), entitled the State Balancing Incentive Payments Program, which authorizes additional federal funds to states to provide financial incentives to increase access to non-institutionally based long-term services and supports (LTSS). Health and Human Services regulations on Administration of Grants; Title 45 CFR, Part 74; Title 45 CFR, Part 92; Title 45 CFR, Part 1321, et seq.; Title 45 CFR, Part 91; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, June 2004; all DADS rules as published in Title 40 Part 1, Texas Administrative Code (TAC); Federal Grant and Cooperative Agreement Act of 1977 (P.L. 95-224); federal and state and local laws as they pertain to this contract and its attachments.

5. Contract Term

This contract is effective upon signature of both parties and shall terminate on August 31, 2015, unless terminated earlier as provided in this contract. DADS reserves the right to exercise the option to renew the contract as described in section 6.3. DADS reserves the option to renew the term of the contract for up to 12 months, or as necessary.

6. Changes to the contract

The parties to this contract may make modifications to the contract according to the requirements of this section. Additionally, DADS approval of an amended budget constitutes an amendment to the contract.

6.1. Bilateral Amendment

Either party to this contract may modify this contract by execution of a mutually agreed upon written amendment signed by both parties.

6.2. Unilateral Amendment

DADS reserves the right to amend this contract through execution of a unilateral amendment signed by the appropriate delegated signature authority for this contract, and provided to Contractor with ten days notice prior to execution of the amendment under the following circumstances:

6.2.1. to correct an obvious clerical error in this contract;

6.2.2. to change the contract number;

6.2.3. to incorporate new or revised federal or state laws, regulations, rules, or

policies;

- 6.2.4. to comply with a court order or judgment;
- 6.2.5. to update service level descriptions, allowable charges, or daily rates;
- 6.2.6. to change the name of Contractor in order to reflect Contractor's name as recorded by the Texas Secretary of State;
- 6.2.7. to change the designated DADS mailing address for this contract;
- 6.2.8. to change the designated Contractor mailing address for this contract; or
- 6.2.9. to change the recorded license number of any license needed under this contract in order to reflect the current number as issued by the licensing authority.

6.3. Contract Renewal

This contract may be amended in writing upon mutual agreement by the parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract, including all contract attachments.

7. Scope of Work

Contractor will perform the work (Work) set forth in Exhibit A, Scope of Work and Exhibit B, Project Work Plan, and all other attachments named herein, which are attached and incorporated into this contract by reference.

Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state, or local laws, regulations, or ordinances, for the performance of the Work.

8. Funding Obligations

8.1. Liability

DADS shall not be liable to Contractor for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing Contractor's promised performance and unit rates and/or reimbursement capitations specified.

DADS shall not be liable to Contractor for any expenditures which are not allowable costs as defined in Title 45 CFR, Parts 74 and 92, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by DADS.

DADS shall not be liable to Contractor for expenditures made in violation of regulations promulgated under the Social Security Act, as amended, or in violation of

DADS rules, UGMS, or this contract.

8.2. Compensation

DADS will pay Contractor the amount stipulated on Exhibit C, Budget and Justification, from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by DADS. Contractor agrees to accept the payments as full compensation for services performed and expenses incurred (the compensation) under this contract.

Adjustment between budget categories exceeding 25% of the total budget shall be approved by DADS. Failure to provide the deliverables in a timely and substantially satisfactory manner will negate any right to payment whether or not costs have been incurred.

9. Payment Methodology

DADS has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section 8.2, Compensation, until Contractor has provided or secured the provision of the service and reported such provision in a Form 4116, State of Texas Purchase Voucher, and the budget worksheet, as provided by DADS. In the absence of written agreement to the contrary, DADS will remit funds to Contractor subject to the appropriate administrative procedures and contingent upon receipt of funds by DADS, the State of Texas, or other funding sources.

Contractor shall report eligible provision of services and actual allowable expenses to DADS in the frequency and in such manner prescribed by DADS, utilizing any and all prescribed forms.

Final payment shall be based on the information contained in the reimbursement system **30 days** following termination of this contract. This payment provision shall apply to final payment whether at the completion of the contract period or in the event of early contract termination.

10. Billing and Reporting

Contractor agrees to submit all required fiscal reports in accordance with the report due dates established by DADS. Contractor agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by DADS. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this Contract.

Contractor acknowledges responsibility to submit a written request seeking approval to provide requests for reimbursements less frequent than on a monthly basis within the first 30 days contract is commenced. Contractor acknowledges failure to submit request for

reimbursements, in conjunction with no prior approval to submit requests for reimbursements at a later date, may jeopardize payment for the dates of service not billed timely.

Contractor shall complete and submit to DADS, all requests for funds on a form prescribed by DADS, in accordance with the rules and policies of DADS. A final program report shall be submitted to DADS on or before the date established by DADS with not less than 45 days advance notice to Contractor. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than **October 31, 2015** for the previous state fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

11. Subcontracting

Contractor will be responsible to DADS for any Subcontractor's performance under this contract. Subcontractors providing services under the contract will meet the same requirements and level of experience as required of Contractor. No subcontract under this contract will relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a Subcontractor for any or all of the work required, the following conditions will apply:

- Contractors planning to subcontract all or a portion of the work to be performed will identify the proposed Subcontractors.
- Subcontracting will be solely at Contractor's expense.
- DADS retains the right to approve or reject the use of submitted Subcontractors.
- Contractor will be the sole contact for DADS and Contractor will list a designated point of contact for all DADS inquiries.
- Contractor will include a term in all proposed subcontracts that incorporates this contract by reference and binds Subcontractor to all the requirements, terms, and conditions of this contract related to the service being provided by the Subcontractor, as well as, explicitly hold that this contract takes precedent in the event of any conflict with the subcontract. DADS approval of Contractor's use of any Subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the contract between DADS and Contractor.
- Pursuant to Chapter 2251 of the Texas Government Code, Contractor will make any payments owed to Subcontractors within ten calendar days of Contractor's receipt of funds from DADS.

12. Audit Requirements

Contractor shall submit a copy of an annual audit of Contractor, performed by an independent certified public accounting firm within nine months after the end of Contractor's fiscal year, to the Health and Human Services Office of Inspector General (HHSC OIG) and DADS. The audit shall cover Contractor's entire organization and be conducted in

accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DADS or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations; and UGMS.

Contractor understands and agrees that Contractor shall be liable to DADS for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DADS Program shall be resolved within 180 calendar days following receipt of Contractor's audit by DADS; otherwise, disallowance of questioned costs shall be implemented, and Contractor shall be liable to DADS for such disallowed costs.

Contractor shall have the right to appeal any such disallowance in writing within 15 days to the Assistant Commissioner for Access and Intake.

The contractor must competitively re-procure single audit services no less frequently than every 5 years. In the event the same audit firm is utilized for more than five consecutive years, Contractor shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

13. Indirect Costs Allocation Plan

Contractor shall have an Indirect Costs Allocation Plan approved in accordance with UGMS. Documentation of compliance with the above shall be submitted to DADS for the period covered under this contract.

14. Identification of High Risk

DADS may identify a Contractor 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 may inform Contractor of the identification as high risk in writing. DADS may 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 may remain in effect until DADS determines Contractor has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

15. Transition after Termination

At the end of the contract term or other contract termination or cancellation, Contractor will in good faith and in reasonable cooperation with DADS, aid in the transition to any new

arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this contract, DADS will work with Contractor to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the contract. However, in the event that a transfer of all necessary services is not possible, Contractor will continue to provide necessary services in accordance with all terms and conditions of this contract until all necessary client services are completely transferred.

In the event of termination, Contractor shall submit final billings for services delivered pursuant to the contract. Final billings will be submitted to DADS within 30 days after date of termination. DADS shall reimburse those services delivered in accordance with the contract prior to termination.

At the date of termination, DADS may require Contractor to transfer title and deliver to DADS or to another authorized Contractor any property acquired by federal or state funds or assigned to Contractor by DADS for the purposes of this contract.

Contractor may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and DADS shall make no recovery. DADS shall provide instructions to Contractor regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within 30 days following notice of termination.

16. Assurances and Certifications (Exhibit D)

Contractor hereby provides all assurances required by law as set forth in Exhibit D of this contract. All assurances and certifications contained in Exhibit D are hereby incorporated by reference into this contract as though it were set out word for word in the contract. Contractor must certify compliance with assurances and certifications will be accomplished.

Contractor shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject Contractor to penalties, disallowance of funds, and other action, up to and including termination.

17. Debarment & Suspension (Exhibit E)

As required by Federal Executive Order 12549, Debarment and Suspension, and implemented in 45 CFR Part 92.35, for prospective participants in federal grant assistance programs:

- Contractor provides certification as required by Exhibit E, to the best of Contractor's knowledge and belief, on behalf of the organization, divined as the primary participant in accordance with 45 CFR Part 76, and its principles.
- Contractor agrees by signing and submitting Exhibit E it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in

eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier-covered transactions (i.e., transactions with sub-grantees or Contractors, or both) and in all solicitations for lower tier-covered transactions in accordance with 45 CFR Part 76.

18. Comptroller Status

Contractor has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates Contractor to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Contractor agrees that should the CPA ever place Contractor on "vendor hold," then DADS will apply all payments under this contract directly toward eliminating any of Contractor's debts or delinquencies to the State of Texas.

19. Liability to Third Parties

DADS does not assume any liability to third persons, nor will DADS reimburse Contractor for Contractor's liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

Contractor shall give DADS or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against Contractor arising out of the performance of this contract.

Contractor shall furnish immediately to DADS copies of all pertinent papers received by Contractor in connection with any such suit, action, or claim. DADS shall have the option to intervene in such actions to represent DADS interest.

20. Code of Conduct

Contractor shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees, or agents engaged in the award and administration of this contract supported by federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when any of the following has a financial or other interest in the entity selected for award: the employee, officer, or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ, any of the previously identified.

Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives the appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of Contractor and no other public official or officer or member of the Board of Contractor who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to

this contract which affects his personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

21. Force Majeure

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the time for the performance of such obligations or duty shall be suspended until such disability to perform is removed.

22. Contract Notices

Any notice required to be given pursuant to the provisions of this contract shall be sent by certified mail, postage prepaid, to the addresses of the parties hereto as set out below until due notice has been given of a change of address.

For DADS:

Leigh Schroeder
Grant Coordinator
Department of Aging and Disability
Services
MC: W-358
701 W. 51st Street
Austin, TX 78751

For Contractor:

Stephen L. Williams, M.Ed., MPA
Director
City of Houston, Department of Health and
Human Services
8000 N Stadium Drive, 3rd floor
Houston, TX 77054

23. Political Activity

No funds provided under this contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor, if a recipient of federal assistance exceeding \$100,000 through DADS, will comply with 31 U.S. Code (U.S.C.) Section 1352.

24. Sectarian Involvement

Contractor shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of 40 TAC §69.16 and 45 CFR Chapter 87.

25. Severability

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

26. Application of Law and Venue

This contract is governed by and shall be construed in accordance with the laws of the State of Texas. Venue for suit of any kind shall be filed in a court of competent jurisdiction in Travis County, Texas.

27. Survival of Terms

The following portions of this contract shall survive contract termination: 9, 11, 14, 16, 17, 19, 20, 21, 22, 25, 26, 27, 28, 29, and 30.

28. Contract Documents

This contract includes the following additional documents, all of which are incorporated by reference: (a) DADS Standard Contract Terms and Conditions, (b) all Exhibits referenced in this contract, (c) DADS Request for Proposals (RFP), including all attachments referenced in the RFP, (d) any addendum to the RFP posted on the Electronic State Business Daily (ESBD), (e) Contractor's clarifications to its Response to DADS RFP; and (f) Contractor's Response to the RFP.

29. Order of Precedence

To the extent of any conflict between the provisions of this contract and other relevant documents, the conflict will be resolved, to the extent possible, by reference to the documents in the following order of priority:

1. First, this contract, including the scope of work and any attachments, and any amendments to any such items;
2. Second, the RFP, including all attachments and exhibits, and any modifications, addendum, or amendments issued in conjunction with the solicitation; and
3. Third, the application, response, or bid submitted by Contractor, including all attachments and exhibits.

30. Acceptance of Contract

The parties acknowledge that their respective representatives have read this contract and understand its terms. The parties further acknowledge that the representatives below are authorized to sign this contract on behalf of their respective party.

**City of Houston, Department of Health
and Human Services**

**Department of Aging and Disability
Services**

By:



By: _____

Name: **Stephen L. Williams, M.Ed.,
MPA**

Name: **Elisa J. Garza**

Title: **Director**

Title: **Assistant Commissioner**

Date: _____

8/28/2014

Date: _____

ATTEST/SEAL:

City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

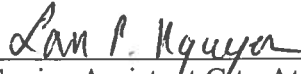
Mayor

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:



Senior Assistant City Attorney
L.D. File

Exhibit A: Scope of Work

Exhibit A: Scope of Work

1. Mission Results/Scope of Work

Contractor is required to develop and implement an aging and disability resource center (ADRC). Contractor must have the knowledge, skills, resources, and abilities to provide the required deliverables and services by the contract effective date unless otherwise noted in this exhibit.

As of the contract effective date, unless otherwise noted, the contractor must meet the following minimum standards which include, but are not limited to:

1.1. ADRC Physical Location and Community Relationships

1.1.1. Hours of Operation and Minimum Staffing

Contractor shall provide at least one staff person available to receive walk-in clients, Monday through Friday, between 8:00 a.m. and 5:00 p.m. in the local time zone (including 12:00 p.m. -1:00 p.m.). The staff person may have other duties, but Contractor walk-in clients must be at least one individual's first priority. This individual may be the same staff person as the individual assigned to answering ADRC phone calls. Contractor may use multiple part-time or volunteer staff to meet this requirement.

1.1.2. Computer Equipment Requirements

Contractor must have a computer available for the public to use and complete the "Your Texas Benefits" application. The computer may be used by other staff members when not in use by the public.

The requirement to have a computer for public use may be waived by DADS staff upon request by Contractor.

1.1.3. Community Relationships

Contractor must have a process for engaging the required ADRC partners, which include the local intellectual and developmental disability authority (LA), the area agency on aging (AAA), and DADS local office.

Contractor must have dispute resolution guidelines, procedures and rules in place to resolve a dispute between the ADRC and partner organizations. Contractor shall notify DADS in writing of any ADRC-related dispute and final outcome within 14 business days of the agreed upon resolution.

1.1.4. ADRC Local Advisory Group

Contractor must establish or designate a local advisory group to assist in the development and implementation of the ADRC. The advisory group must include individuals representing all target populations served by the ADRC, as well as, partner agencies, service providers, and other stakeholders.

Target populations to be served by ADRCs must include older individuals and individuals with intellectual disabilities, cognitive and developmental disabilities, physical disabilities, chronic diseases or conditions, family caregivers, veterans, families with children with special needs and other individuals planning for future long-term services and supports needs. ADRCs serve individuals of any income level.

1.1.5. Community Outreach

Contractor must provide community education and awareness events about consumer directed services and options for community-based long term services and supports.

1.2. Performance Metrics: ADRC Location and Community Relationships

1.2.1. ADRCs shall conduct community education and public awareness events or activities about options for community-based long term services and supports.

Performance Period: The first performance period will commence March 1, 2015.

Indicator: Number of community education and public awareness events or activities about options for community-based long term services and supports.

Target: Baseline will be established after the first reporting period.

Purpose: To evaluate Contractor's overall awareness of community resources and presence within the community.

Data Source: Contractor Reported Measure

Methodology: This number will reflect the number of ADRC community education and public awareness events or activities about options for community-based long term services and supports.

1.3. Maintenance of an ADRC Phone Line

1.3.1. Hours of Operation and Minimum Staffing

Contractor shall provide at least one staff person dedicated to answering the ADRC phone line during the hours of operation identified in section 1.1.1 (including 12:00 p.m. -1:00 p.m.). The staff person may have other duties, but the ADRC line must be at least one individual's first priority. This individual may be the same staff person as the individual receiving walk-in clients. Contractor may use multiple part-time or volunteer staff to meet this requirement.

1.3.2. Dedicated Phone Line

Contractor shall maintain at least one phone line that is exclusively dedicated to calls from the ADRC toll free line. An additional phone line must be available to direct calls to a voice mail system when other phone lines are in use (i.e., the caller should never receive a busy signal). Contractor may employ the use of a hold system. Contractor must provide average and maximum hold times upon request by DADS.

1.3.3. Minimum Service Provision on the Dedicated Line

Contractor shall use the dedicated line(s) to provide information and referral and the Long Term Service and Support (LTSS) screen. Callers requiring Information and Referral or the LTSS screen may not be transferred (i.e., the individual answering the phone must have the ability to provide information and referral services and LTSS screen administration at the time of call receipt). Contractor may schedule an appointment or transfer the call to another line to provide other ADRC services.

1.3.4. Call Rolling or Call Transferring

Contractor shall not transfer the responsibility of answering calls received through the ADRC toll free line to other entities without a subcontracting agreement in place. Contractor must submit the name of the potential Subcontractor and the plan to ensure the Subcontractor meets the requirements of the contract to DADS Access and Intake Staff for approval. Subcontract contract types may include a Memorandum of Understanding, Memorandum of Agreement, Interlocal Agreement, and others. A contract is defined as a written agreement that is enforceable by law.

1.3.5. Voice Mail Termination

Contractor shall maintain a voice mailbox dedicated to the ADRC toll free line. The voice mail message shall state the name of the ADRC and shall not include the name of an individual. Calls shall terminate in the voice mail only during non-business hours and in lieu of the caller receiving a busy signal. All messages in the voice mail box shall be returned **within 48 hours or 64 hours for calls received on Friday after 5 p.m.** DADS reserves the right to determine the voice mail system message script.

1.3.6. Call Volume Contingency

If the call volume increases to a level that Contractor cannot return voice mails as describe in section 1.3.5, or if the Contactor fails to meet performance metric target outlined in 1.4.2 for ten consecutive business days, Contractor must notify DADS staff and Contractor must provide an additional phone line and staff person to handle the call volume until a time when the ADRC can show call volume has decreased to a level manageable

by the reduced staff size. Contractor shall have the additional phone line and staff person in place within one month from notification to DADS.

1.4. Performance Metrics: Maintenance of an ADRC Phone Line

1.4.1. Number of calls received by the ADRC via the 1-855-YES-ADRC toll free line.

Performance Period: The first performance period will commence after the 1-855-YES-ADRC number starts directing calls to the ADRC.

Indicator: The total number of calls is based on the Health and Human Services Commission (HHSC) report provided through Century Link Communication Cooperation or the current toll-free line vendor.

Target: Baseline will be established by DADS after the first reporting period.

Purpose: To evaluate Contractor's overall level of service provision.

Data Source: 1-855-YES-ADRC service provider

Methodology: The number will reflect the number of calls directed to the ADRC as reported by the 1-855-YES-ADRC service provider.

1.4.2. Contractor meets the DADS preference for phone calls answered by a live representative as opposed to being received by a voice mail or other electronic answering system.

Performance Period: The first performance period will commence after the 1-855-YES-ADRC number starts directing calls to the ADRC.

Indicator: Percent of calls terminating at the ADRC answered by a live staff person.

Target: 70%

Purpose: To ensure the prompt service of ADRC clients and evaluate Contractor's quality of service.

Data Source: Contractor Reported Measure.

Methodology: The numerator is the number of calls directed to Contractor as reported by the 1-855-YES-ADRC service provider minus the number of calls terminating in a voice mail or other recorded message system as reported by the 1-855-YES-ADRC service provider. The denominator is the number of calls directed to Contractor as reported by the 1-855-YES-ADRC service provider. The numerator is divided by the denominator, multiplied by 100, and stated as a percentage.

1.5. Provision of Information and Referral

1.5.1. Contractor Database

Contractor must have access to a resource database(s) that provides information regarding service providers and services that assist the ADRC target population and maintain current and accurate information in order to connect clients with needed or wanted services.

The 2-1-1 database is one example of an acceptable resources database. Contractor will be responsible for arranging any agreement for shared database usage.

1.5.2. Ensuring the Appropriateness of the Information or Referral

Contractor must develop a system for monitoring the quality of the Information and Referral service. The plan for monitoring the quality must be submitted to DADS staff for approval on an annual basis.

Contractor must be able to indicate the quality of the Information and Referral provided to veterans and provided to children and youth as a component of the performance monitoring plan.

At any time during the duration of the contract, DADS may prescribe additional methods for ensuring quality Information and Referral.

1.5.3. Community Based Organization

HHSC is partnering with community based-organizations to help people learn how they can get the most out of the HHSC online eligibility portal, YourTexasBenefits.com. Contractor must be a community partner within three months of the initiation of any resulting contract.

HHSC will provide online training and certify Community Partner staff and volunteers that complete the training. Your organization also will get reports from HHSC showing how many people the ADRC is helping.

For more information please visit: texascommunitypartnerprogram.com.

1.6. Performance Metrics: Provision of Information and Referral

1.6.1. ADRCs provide appropriate information referrals to all individuals. (Contractor must develop a system for monitoring the quality of the Information and Referral service.)

Performance Period: The first performance period will commence March 1, 2015.

Indicator: The percent of calls resulting in a substantiated complaint.

Target: Less than 10 percent of all calls received.

Purpose: To evaluate Contractor's quality of information and referral service provision.

Data Source: Contractor Reported Measure.

Methodology: Contractor will be responsible for developing a complaint process which must be approved by DADS staff no later than 30 days after the initiation of the contract.

1.6.2. Contractor will assist clients with Medicaid applications submitted through "Your Texas Benefits" portal.

Performance Period: The first performance period will commence March 1, 2015.

Indicator: Number of Medicaid applications submitted through "Your Texas Benefits" Portal.

Target: DADS will establish a baseline will be established after the first reporting period.

Purpose: To evaluate Contractor's overall level of service provision.

Data Source: HHSC Community Partner Program Report.

Methodology: Number of Medicaid applications submitted by the organization through "Your Texas Benefits."

1.7. Administration of the Long Term Service and Support Screen

1.7.1. LTSS Screen Administration

Contractor must provide assistance with client access to streamlined eligibility determination including assistance using the LTSS screen at such time that the screen is made available for ADRC usage. Contractor will adhere to DADS standards and guidance related to the screen. Contractor staff will be required to obtain specific training related to administration of the screen as mandated by DADS.

1.7.2. Ensuring Client Access to the Screen

When contacted by a client on the phone or in-person that presents with one of the LTSS screen criteria, Contractor will ensure the individual has a current LTSS screen completed in the LTSS system.

If the individual does not have a complete LTSS screen or the screen does not reflect the individual's current needs, an ADRC staff member should offer to assist the individual with completing the screen.

The following are the LTSS screen criteria:

- a) Intellectual disability (IQ less than 70);
- b) Developmental disability such as Cerebral Palsy or Spina Bifida;
- c) Autism spectrum disorder or Pervasive Developmental Disorder (PDD);
- d) Deaf and blind or has a condition that will lead to this;
- e) Need help with daily living needs such as bathing, dressing, eating, shopping, laundry, or preparing meals;
- f) Dementia, Alzheimer's, brain injury, or other cognitive impairment;
- g) Have or had a diagnosis of alcoholism or substance abuse;
- h) Have a medical condition and need help from a licensed nurse;
- i) Caregiver of someone with any of the conditions listed above (a to h).
- j) Have a mental health diagnosis;
- k) Need help calling for help in case of an emergency because an individual lives alone or is socially isolated;
- l) Have a physical disability and need help buying medically necessary items or services;
- m) Have any questions about Medicare or private long-term care insurance;
or
- n) Caregiver needs help or information.

DADS may change the criteria at any time during the contract and the ADRC shall adjust their service provision accordingly.

1.7.3. Additional LTSS-Related Services

DADS anticipates the creation of new ADRC services to be provided to clients who receive referrals to the ADRC from the LTSS screen. Contractor shall provide additional LTSS-related services in accordance with the standards prescribed by DADS. The additional services will be related to offering and providing person-centered options planning to individuals referred to the ADRC. DADS will provide training to ADRC staff for any additional LTSS-related services required through this contract.

1.7.4. Referrals

Contractor will ensure that processes are in place to receive referrals from the LTSS screening system.

Contractor must contact the client within five calendar days of receipt of the referral.

Contractor must acknowledge receipt of the referral in the LTSS system within 15 calendar days.

It is anticipated that a client referred to the ADRC has unmet needs because the client is not eligible for services or needs additional assistance in applying for services.

1.7.5. Quality Assurance

Contractor will develop a procedure for reviewing the calls to ensure individuals who meet the criteria receive the LTSS screen. Contractor will develop a performance metric(s) and provide DADS with quarterly updates. The metric(s) and procedure must be approved by DADS staff.

1.8. Performance Metrics: Administration of the LTSS Screen

1.8.1. Contractor shall provide the LTSS screen to individuals who contact the ADRC.

Performance Period: The first performance period will commence upon availability of the LTSS system to Contractor.

Indicator: Number of LTSS screens submitted through LTSS Portal.

Target: Baseline will be established after the first reporting period.

Purpose: To evaluate Contractor's overall level of service provision.

Data Source: LTSS Program Report.

Methodology: Number of LTSS screens submitted on behalf of clients.

1.8.2. Contractor shall provide LTSS screen to all individuals who meet the criteria. Contractor will develop a performance metric(s) to ensure individuals who meet the criteria receive the LTSS screen.

Performance Period: The first performance period will commence upon availability of the LTSS system to Contractor.

Indicator: Contractor will be responsible for developing the indicator(s).

Target: Contractor will be responsible for developing the target(s).

Purpose: To evaluate Contractor's quality of information and referral service provision.

Data Source: Contractor Reported Measure.

Methodology: Contractor will be responsible for developing the methodology.

1.9. Service Provision to Special Populations

1.9.1. Resources for Special Populations

Contractor must maintain a plan and resources to address the needs of individuals who fall into the following categories:

- Family Caregivers;
- Veterans;
- Children and Youth with Disabilities; and
- Non-Medicaid Eligible Clients.

1.9.2. Training Requirements

Military Cultural Competence: Contractor shall ensure all staff have training in military cultural competence. The course shall provide an overview of military culture to include:

- Organizational structure;
- Rank;
- Branches of service;
- Core values;
- Demographics; and
- Similarities and differences between the Active and Reserve components.

The aim of the course should be to assist civilian providers in better understanding, communicating and effectively interacting with Service members and their families.

Children and Youth with Disabilities: DADS reserves the right to add additional training requirements related to serving children, youth and their families.

• Additional Trainings as Directed: Contractor will also participate in required trainings related to new projects, initiatives or additional quality improvement activities related to performance measures or new grant-related deliverables.

1.10. Performance Metrics: Service Provision to Special Populations

Contactors must be able to produce performance metric data specifically for veterans, children or youth with disabilities, and non-Medicaid eligible clients served by the ADRC for all performance metrics included in this solicitation.

Contractor must provide a quarterly count of the number of veterans who received ADRC services and the cost for the services associated with those individuals (i.e., veterans-related expenditures). The term “veterans-related expenditures” is defined as the amount of funds distributed by DADS and expended for the service of veterans, including veteran specialized staff positions, veteran-specific outreach, and veteran-specific training and education.

1.11. Additional Requirements

1.11.1. Money Follows the Person: Housing Navigator and Local Contact Agency

Money Follows the Person (MFP) is a rebalancing initiative that was made possible by an 11 year grant to states from the Centers for Medicare and Medicaid Services (CMS). This grant is designed to help individuals who are institutionalized in nursing facilities, hospitals and intermediate care facilities (ICF) for people with developmental disabilities, to return to their homes and communities. ADRCs receive funding to participate in two key MFP initiatives: Housing Navigator and Local Contact Agency Projects.

Housing Navigation:

One of the primary reasons that individuals are unable to relocate from a nursing facility into a community setting is the lack of affordable, accessible and integrated housing. Through MFP Housing Specialists focus their efforts on opportunities to increase the availability of affordable, accessible, and integrated housing options for individuals transitioning from an institutional setting to the community.

Contractor will serve as the housing specialists. Contractor will have the following knowledge, skills and abilities:

Knowledge of:

- U.S. Housing and Urban Development (HUD) programs and policies;
- Public Housing Authorities (PHAs) programs and policies and procedures; and

- Texas LTSS systems and Medicaid criteria for individuals with disabilities.

Skills in:

- Facilitating meetings on complex issues; and
- Advocating for individuals with disabilities.

Ability to:

- Make contact and maintain a working relationship with local (city and county) PHAs and other housing providers in the assigned ADRC region;
- Make working relationships with housing developers;
- To write efficiently and present verbal material effectively; and
- Analyze complex housing policies and plans.

Housing Navigator activities include, but are not limited to:

- Conduct an inventory of independent integrated, accessible and affordable housing within the ADRC region;
- Advocate for necessary changes in housing policies, practices, and procedures that will help expand housing opportunities and support the Promoting Independence Initiative and the MFP program;
- Contribute to the development of affordable, accessible and integrated housing for individuals with disabilities by reviewing and responding to housing policies at the local levels (Consolidated Plan, Housing Authority Plans, Community Development Block Grant and Low Income Housing Tax Credit Program);
- Identify and initiate local coalitions consisting of consumers and community members that will work toward affordable, accessible integrated housing;
- Provide monthly reports to DADS on the activities and accomplishments of the Housing Navigator;
- Support ADRCs and DADS Relocation Contractors/Specialists on housing issues;
- Working with housing developers regarding accessible, affordable and integrated housing issues;

- Identify affordable, integrated and accessible housing in the assigned ADRC region;
- Attend DADS Community Transition Team (CTT) meetings, if held in contractor's local area; and
- Provide verbal and written testimony during various hearings and meetings regarding the housing needs of people with disabilities.

Local Contact Agency:

Contractor is the point of contact for referrals from non-Medicaid nursing facility residents seeking additional information about available community-based long term services and supports. Options Counselors will provide these individuals with information about public and private resources to support an individual and explore the possibility of transition from facility to community-based services.

Local Contact Agency activities include, but are not limited to:

- Strengthen coordination between other ADRCs, Long-Term Care Ombudsmen, relocation contractors, area agencies on aging, Centers for Independent Living, local authorities, local mental health authorities, DADS regional community services offices, and managed care organizations, etc. (i.e., "partner agencies");
- Serve as a resource for hospital and nursing facility discharge planners and make referrals to the appropriate partner agencies for individuals who have been evaluated by a Level II Preadmission Screening and Resident Review (PASRR) for individuals determined to have a serious mental illness or Intellectual and Developmental Disability or a related condition;
- Enhance existing community resources to serve Medicare, PASSR and private pay nursing facility consumers, including enhancing relationships with nursing facilities and community service providers that can help meet the needs of individuals transitioning out of nursing facilities;
- Provide options counseling services to the non-Medicaid individuals referred under MDS 3.0 Section Q. Include the number of "Q" referrals and collateral referrals; and
- Create media or other publications to support the objectives of the grant.

1.11.2. Other Federal Funding Opportunities

Contractor may be requested to participate in other appropriate federal programs. Contractor must comply with the standards and reporting

requirements for all Federal grants requiring ADRC participation or grants through which the ADRC receives funds.

1.11.3. Cultural Competence

Contractor will make reasonable efforts to provide services that meet the individual needs of the client. Contractor will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Contractor will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Contractor will provide services in the client's primary language, whether provided directly by Contractor or through a translator.

1.11.4. Advisory Committee Meetings

Contractor must participate in quarterly meetings of the state ADRC Advisory Committee to provide consumer and stakeholder input and consult the Committee regarding the overall ADRC project goals, operational design, and implementation of special initiatives.

1.11.5. Monthly Project Scan Calls

Contractor must participate in monthly scan call meetings with DADS staff. No Monthly meeting will be held in the event it falls in the same month as the Advisory Committee Meeting.

Contractor shall participate in other meetings or training events as deemed necessary by DADS staff.

1.11.6. Other Data and Reporting Requirements

Contractor shall:

- Report on progress towards the implementation of meeting deliverables and meet all specifications on Notification of Funds Available (NFA), federal reporting requirements as noted per federal funding sources and any amendments citing changes, additions on program services and methodologies;
- Submit quarterly reports on topics selected by DADS staff;
- Report quarterly consumer-level information, numbers of individuals connected with home and community-based services, and numbers of individuals assisted through system navigation activities;

- Track activities of the partner agencies and organizations, including activities to improve system access and training provided to ADRC and partner agency staff;
- Track other data and reporting elements to be determined by DADS or federal grant partner agencies; and
- Use information technology (IT)/management information system (MIS) systems to track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the ADRC services.
- Report on progress and services related to additional initiatives or federal grant deliverables introduced during contract period.

Contractor shall track the following data and provide the data upon request:

- Demographic information for all individuals served by the ADRC;
- Total percentage of caregivers assisted through the ADRC and entities working in partnership;
- Total percentage of individuals referred to partner affiliated service and the specification of that service;
- Description of services utilized;
- Average time an ADRC representative spends with an individual per type of service;
- Description of an individuals' unmet needs, if any, that are outside the scope of an ADRC;
- Monthly total count of individuals, inclusive of health care professionals, who were introduced and informed about ADRC services.
- Partnership activities including steering committee membership, cross-training activities, outreach and interagency service delivery models.

1.11.7. Data Systems

Contractor shall be supported by data systems that provide adequate information for operational efficiency and decision-making. Contractor shall have financial data systems and appropriate software capable of producing expenditure reports, cost center analyses, budget formats, and automated reports as required by, and without additional support from, DADS. The data system shall be able to provide program performance and financial information to reflect the operation and status of the organization to assist Contractor in conducting regular data assessment and analysis to determine if Contractor is meeting its performance as required under this contract. Contractor shall have in place adequate electronic back-up systems, back-up

schedules, back-up procedures, and continually updated virus protection software to prevent the loss or corruption of any and all client, program, and financial data. Contractor shall implement the security features of all existing software.

Contractor shall develop and implement security systems and procedures to safeguard the privacy of all clients and shall require all Subcontractors to do the same. Contractor shall provide the necessary computer hardware and software to carry out the provisions of this contract. Contractor shall have DADS written approval prior to the acquisition of any computer software program or hardware in excess of \$5,000 for which Contractor will request reimbursement from DADS funding.

1.11.8. Fiscal Management

Contractor shall have appropriate leadership and management structure to enable it to operate efficiently and effectively. Contractor shall also have financial systems to maintain internal controls, ensure proper management of federal funds, maximize non-federal resources, and maintain solvency.

Contractor shall have accounting and internal control systems appropriate to the size of the organization. The accounting system should consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports. The internal controls system shall safeguard Contractor's assets, produce accurate accounting data, promote efficient operations, and encourage adherence to prescribed accounting policies and procedures. Effective internal controls shall involve a division of responsibility among different employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks, and other security measures.

1.11.9. Continuous Quality Improvement and Consumer Feedback

Contractor shall have a process for allowing consumers to provide feedback. The process must be approved by DADS. DADS reserves the right to change the consumer feedback process. DADS may require the feedback be directed to DADS staff. Contractor shall be able to produce data related to the type of feedback received from consumers. DADS reserves the right to add a performance measure to this contract related to consumer feedback or complaint data.

1.12. Staffing Requirements

1.12.1. Staffing Plans

A personnel file must be maintained for each ADRC staff person and volunteer according to standard human resources best practices, including a criminal background check. Each file shall include a job description, training documentation, and standardized observation and performance

appraisal forms. Staff evaluations will address specific responsibilities, roles, and job functions outlined in the individuals' job descriptions and will be conducted at minimum on an annual basis.

Contractor shall develop a written staffing plan which:

- Defines the qualifications and skills for, and duties of, each staff position for at minimum, the following ADRC roles: Information and Referral and LTSS screen Administration and Program Management/Directorship. This includes defining the skills needed to serve the target populations and individuals who are difficult to serve.
- Indicates if the position is full or part-time.
- Indicates which positions are filled by paid employees and which are filled by volunteers.
- Includes an organizational chart showing lines of reporting.
- Provides sufficient ADRC staffing to support the ADRC region, unique populations within the ADRC region, phone call volume, and other ADRC services.

1.12.2. Roles and Responsibilities

Contractor may organize their staffing structure so that each individual has only one role or in a way that optimizes existing staff to serve in "blended roles" within the ADRC. It is at the discretion of Contractor to determine what staffing structure will work best based upon their agency, organizational capacity, and target population.

Responsibilities of Contractor staff may vary depending on the ADRC's size, organization, and funding sources.

1.12.3. General Knowledge and Skills Requirements

All staff must have demonstrated proficiency in interpersonal communication, both oral and written.

All staff must have demonstrated skills and knowledge according to their job responsibilities at the time of employment or have the potential of achieving the required skills and knowledge through training.

All staff providing ADRC services must, at minimum, have a general knowledge of:

- The purpose of the ADRC program and the services it provides;
- The aging process;

- Disability definitions, concepts, etiquette, and independent living philosophy;
- Person-centered concepts;
- Characteristics of other target populations served by the ADRC;
- Interviewing expertise;
- Cultural competence;
- Children's services delivery systems;
- Veterans service delivery systems;
- Recognizing abuse and exploitation;
- Adult Protective Services and Child Protective Services Mandated Reporting protocols;
- Clients rights and grievance procedures;
- The Texas aging service delivery system, including long-term care;
- Disability-related service delivery systems such as independent living centers, developmental disability resources, and mental health resources; and,
- Other services funded by DADS and service delivery systems in the community.

1.12.4. Background Check Requirements

Contractor must perform background checks in accordance with Contractor's background check policy. Contractor must have a written background check policy in place for the life of this contract.

Exhibit B: Project Work Plan

Exhibit B: Project Work Plan for Care Connection ADRC

September 1, 2014 – August 31, 2015

Directions: The work plan should document all activities associated with the first year of a contract. Be sure to comprehensively address all items included in Exhibit A: Scope of Work.

Goal:	Implement ADRC initiatives with the knowledge, skills and resources required to complete tasks
Measurable Outcome(s):	Deliver ADRC services in FY15 within timeframe established by DADS

* Time Frame (Start Date: September 2014/End Date: August 2015)

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
1.1-Meet required ADRC physical location and community relation requirements	1.1.1-Maintain required hours of operation and minimum staffing	Care Connection	X Established											
	1.1.2-Comply with computer equipment requirements	Care Connection	X											

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.1.3-Community Relationships- Relationships currently exist between required ADRC partners; Dispute resolution procedures will be established October 2014	Care Connection		X										
	1.1.4-ADRC Local Advisory Group currently exists, will continue to meet with group quarterly	Care Connection		X										
	1.1.5-ADRC staff and partners will provide ongoing community outreach	Care Connection	X											

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
1.2-Maintain ADRC Location and Community Relationships	1.2.1-Will provide monthly community education and public awareness events about options for community-based long-term services and supports 1.3.1-Will have at least one staff person dedicated to answering ADRC phone line during hours of operation	Care Connection	X											
1.3-Maintain ADRC Phone Line	1.3.2-Will maintain at least one phone line exclusively dedicated to ADRC toll free line as well as an available phone line to direct calls to voicemail	Care Connection	X											
		Care Connection			X									

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.3.3-Will use dedicated phone line to provide information and referral and the LTSS screen	Care Connection	September 2014-LTSS screen will be provided at later date determined by DADS											
	1.3.4-ADRC will receive ADRC calls	Care Connection	X											
	1.3.5-Care Connection will maintain a voice mailbox dedicated to the ADRC toll free line. All messages will be returned within 48 hours.	Care Connection	X											
	1.3.6-Care Connection will notify DADS if call volume increases and if unable to return calls within a dedicated timeframe if necessary	Care Connection	X											

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
1.4-ADRC will maintain phone line	1.4.1-Care Connection will regularly review number of ADRC calls received	Care Connection	First performance period will commence after ADRC 800 number starts directing calls to the ADRC											
	1.4.2-Care Connection will work toward meeting answering 70% of calls with a live representative	Care Connection	First performance period will commence after ADRC 800 number starts directing calls to the ADRC											
1.5-Provide Information and Referral	1.5.1-Care Connection will utilize the 211 resource database	Care Connection	X Established											
	1.5.2-Ensure appropriateness of information and referral by providing DADS with a plan for monitoring quality of information given	Care Connection					X							

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.5.3-Become an HHSC Community Partner	Care Connection			X									
1.6.1-Provide information and referral	1.6.1-Provide appropriate information referrals to all individuals for less than 10 percent of all calls received. Develop complain process.	Care Connection		X					X					
	1.6.2-Care Connection will assist clients with Medicaid applications submitted through "Your Texas Benefits" portal	Care Connection							X					
1.7-Provide Long Term Service and Support Screen (LTSS)	1.7.1-Care Connection will provide eligibility determination and utilize LTSS	Care Connection	Date of implementation will be determined by DADS											

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.7.2-Provide a current LTSS screen to eligible individuals	Care Connection	Date of implementation will be determined by DADS											
	1.7.3-Provide additional LTSS-related services in accordance with the standards prescribed by DADS	Care Connection	Date of implementation will be determined by DADS											
	1.7.4-Ensure processes are in place to receive referrals from the LTSS screening systems within five calendar days of receipt of referral	Care Connection	Date of implementation will be determined by DADS											
	1.7.5-Develop procedure for reviewing calls to ensure individuals who meet criteria receive the LTSS screen	Care Connection	Date of implementation will be determined by DADS											

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
1.8.1- Administration of LTSS	1.8.1- Provide LTSS screen to individuals who contact the ADRC 1.8.2-Establish a performance metric to ensure individuals who meet the criteria reach the LTSS screen	Care Connection	Date of implementation will be determined by DADS											
1.9-Provide Services for Special Populations	1.9.1-Create a resource plan and maintain for the following categories: family caregivers, veterans, children and youth with disabilities, non-Medicaid eligible clients	Care Connection	Date of implementation will be determined by DADS											

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.9.2-Provide ongoing training to ADRC staff related to military cultural competence, children and youth with disabilities and additional training as directed	Care Connection			X									
1.10-Provide Services to Special Populations	Provide performance metric data for veterans, children or youth with disabilities and non-Medicaid eligible clients to DADS quarterly	Care Connection				X								
1.11-Comply with additional requirements	1.11.1-Comply with Money Follows the Person Housing Navigator and Local Contact Agency initiatives	Care Connection	September 2014-Continue work established in FY2014											

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.11.2-Participate in other federal programs and comply with reporting requirements	Care Connection	Date of implementation will be determined by DADS											
	1.11.3-Create and provide a cultural competence plan	Care Connection			X									
	1.11.4-Participate in quarterly state ADRC Advisory Committee meetings	Care Connection	Date of meetings will be determined by DADS											
	1.11.5-Participate in monthly project scan calls	Care Connection	Date of meetings will be determined by DADS											
	1.11.6-Comply with data reporting requirements	Care Connection	Will be established by DADS											
	1.11.7-Meet data system requirements established by DADS	Care Connection			X									

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.11.8-Meet fiscal management requirements established by DADS	Care Connection	September 2014											
	1.11.9-Develop consumer feedback protocol and receive approval from DADS	Care Connection			X									
1.12-Comply with staffing requirements	1.12.1-Ceate and maintain personnel files for all ADRC staff members with appropriate staffing plan established by DADS	Care Connection			X									
	1.12.2-Establish ADRC staff members' roles and responsibilities and create an organizational chart	Care Connection			X									

Major Objectives	Key Tasks	Lead Entity	1	2	3	4	5	6	7	8	9	10	11	12
	1.12.3-Comply with general knowledge and skills requirements and document	Care Connection			X									
	1.12.4-Comply with background check requirements- implement background check policy	Care Connection	September 2014											

NOTE: If you need more pages or additional rows, repeat this format on a new page or add rows to the existing table.

Exhibit C: Budget and Justification

Exhibit C: Budget and Justification

This budget does not represent a guarantee of payment. At DADS discretion the actual funding amount may be increased or decreased. Actual funding amounts will be documented on the Notice of Funds Availability (NFA). The indirect rate must not exceed 10% of the funding source amount for all funding sources.

Funding Source One: Balancing Incentive Program

Source Amount: \$393,485

Budget Period: September 1, 2014 - August 31, 2015

Object Class Category	Funds	Justification
Personnel	\$252,072	This amount represents the following <ul style="list-style-type: none"> • 4 FTEs to work on BIP initiatives • .75 FTE to work on BIP initiatives • 40% of 1 staff person's time (This person will work on Housing Navigator and BIP initiatives). • 50% of 1 staff person's time. This person will work part-time on BIP initiatives and represents part-time work for the ADRC
Fringe Benefits	\$133,472	This amount represents fringe benefits for the following staff members: <ul style="list-style-type: none"> • 4 FTEs who will work on BIP initiatives • .75 FTE's fringe to work on BIP initiatives • 40% fringe benefits for the person who will work on Housing Navigator and BIP initiatives • 50% of 1 staff person's fringe. This person will work part-time on BIP initiatives and represents part-time work for the ADRC.
Travel	\$3,500	Amount for mileage reimbursement
Equipment		
Supplies	\$2,000	Amount for basic office supplies
Contractual		
Other	\$2,441	Amount for print materials
Indirect Charges		
Total	\$393,485	Note: The total must match the source amount.

Funding Source Two: MFP Housing Navigator

Source Amount: \$50,000

Budget Period: September 1, 2014 - August 31, 2015

Instruction: These funds may only be used for the provision of Housing Navigator services.

Object Class Category	Funds	Justification
Personnel	\$31,370	60% of 1 FTE's time. This staff person will work on Housing Navigator and BIP initiatives.
Fringe Benefits	\$16,610	60% of 1 FTE's fringe benefits. This staff person will work on Housing Navigator and BIP initiatives.
Travel	\$2,020	Amount for mileage reimbursement
Equipment		
Supplies		
Contractual		
Other		
Indirect Charges		
Total	\$50,000	Note: The total must match the source amount.

Funding Source Three: MFP Local Contact Agency

Source Amount: \$68,414

Budget Period: September 1, 2014 - August 31, 2015

Instruction: These funds may only be used for the provision of Local Contact Agency services.

Object Class Category	Funds	Justification
Personnel	\$37,845	Salary for 1 FTE
Fringe Benefits	\$18,039	Fringe for 1FTE
Travel	\$4,075	Amount for mileage reimbursement
Equipment		
Supplies	\$4,075	Amount for basic office supplies
Contractual		
Other	\$4,380	Amount allocated for print materials for cross-training events and outreach to nursing facilities
Indirect Charges		
Total	\$68,414	Note: The total must match the source amount.

Funding Source Four: MIPPA Funding

Source Amount: Not Yet Determined

Budget Period: October 1, 2014 - September 30, 2015

Medicare Improvements for Patients and Providers Act (MIPPA) grant funding may be added to this budget. Contractor agrees to fulfill any additionally stipulated ADRC roles and responsibilities related to MIPPA, outreach to beneficiaries with limited incomes statewide, or Part D outreach and assistance to beneficiaries in rural areas.

Exhibit D: Assurances and Certifications

EXHIBIT D
ASSURANCES & CERTIFICATIONS

1. Compliance with Requirements

Contractor agrees to administer the program in accordance with all applicable federal and state laws, rules, and regulations established by the Department of Aging and Disability Services (DADS), the Administration for Community Living (ACL), and the Secretary of Health and Human Services.

Contractor shall include in subcontracts or vendor agreements, in whole or by reference, all applicable federal and state laws, rules and regulations established by DADS, ACL, and the Secretary of Health and Human Services.

2. General Administrative and Fiscal Requirements

Contractor shall adhere to uniform administrative requirements and cost principles that comply with the relevant provisions of 2 CFR Part 225 (OMB Circular A-87), 2 CFR Part 215 (OMB Circular A-110), 2 CFR Part 230 (OMB Circular A-122), OMB Circulars A-102 and A-133, 45 CFR Part 74, 45 CFR Part 92, and other OMB Circulars, except where these provisions are superseded by statute. Contractor shall also comply with any new rules or guidance that become applicable to this contract.

The Contractor will submit a signed Certification Regarding Debarment for the upcoming federal fiscal year by the last day of the current state fiscal year, August 31. The Contractor will register and maintain registration in the System for Award Management. If the Contractor is not registered or has an expired registration, the Contractor is required to register or renew registration before Certification Regarding Debarment is accepted and funding is provided for the upcoming federal fiscal year.

The Contractor will comply with all requirements related to the Federal Funding Accountability and Transparency Act (FFATA) as directed by DADS.

In accordance with Local Government Code §391.0115, the Contractor may not expend funds for travel in excess of the amount of money that may be expended for the state personnel, including any restrictions on mileage reimbursement, per diem, and lodging reimbursement rates.

3. Safeguarding Confidential Information

Contractor shall implement the standards, and procedures necessary to meet the requirements on safeguarding confidential information under the relevant program regulations.

EXHIBIT D
ASSURANCES & CERTIFICATIONS

4. Standards for Fire, Health, Safety, Sanitation and Other Standards

Contractor providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. This requirement shall also be passed to all subcontractors and subgrantees in the fulfillment of this contract. Contractor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing these services shall be licensed.

5. Insurance Coverage

Contractor will maintain fire and casualty, worker's compensation, fidelity bond, and general liability insurance in amounts prescribed in statute or regulation, as applicable.

6. Participant Grievance Procedures

The Contractor's procedures will include a process to investigate a program participant's grievance and reach a resolution.

7. Subcontractor and Vendor Appeal Procedures

Contractor shall establish processes for receipt and handling appeals made by subcontractors and vendors. The process shall be included, in whole or by reference, in subcontractor and vendor agreements.

8. Civil Rights

(a) Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
- (7) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the 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.

EXHIBIT D
ASSURANCES & CERTIFICATIONS

(b) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR Part 80 or 7 CFR Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of 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. Contractor 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. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(c) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the 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.

(d) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor'S civil rights policies and procedures.

(e) Contractor must notify HHSC'S Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. 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

9. Drug Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 2006 Edition, Supplement 3, Title 41, Chapter 10, Section 701.

EXHIBIT D
ASSURANCES & CERTIFICATIONS

10. Lobbying

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

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Despite the restrictions stated in this section, in carrying out the duties of the Office of the State Long-term Care Ombudsman, representatives of the Long-term Care Ombudsman Program shall, in accordance with the program's policies and procedures, review, and if necessary, comment on any existing and proposed laws, regulations, and other government policies and actions, that pertain to the rights and well-being of residents; and facilitate the ability of the public to comment on the laws, regulations, policies, and actions. See 42 U.S.C. §3058g.

11. Certifications:

A. Regarding Child Support

Contractor certifies the following statement required by the Family Code, Section 231.006, regarding payment of child support is true and correct.

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

EXHIBIT D
ASSURANCES & CERTIFICATIONS

B. Regarding Immigration Reform

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this Contract.

C. Regarding Hurricane Relief

Sections 2155.006 and 2261.053, Government Code, prohibit state agencies from contracting with any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any disaster, as defined by §418.008, Government Code. Under section 2155.006 and 2261.053, Government Code, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

D. Regarding Dealing with Public Servants

Contractor certifies that it has not given, has not offered to give, and does not intend to give any economic opportunity, future employment, gift, loan, gratuity special discount, trip, favor or service to a public servant in connection with this transaction.

E. Regarding Financial Participation

Contractor certifies to the following: Under Section 2155.004, Government Code, the Contractor certifies that the individual or business entity names in this bid or contract is not ineligible to receive this contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a state agency from accepting a bid or awarding a contract that includes financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.

12. Grant Purchased Equipment

Contractor shall ensure that all equipment purchases made utilizing grant funds comply with applicable laws and regulations with special attention to 45 CFR Part 92 and AAA-PI 200, Capital Equipment and Controlled Assets.

Equipment may be assigned to Contractor for use in connection with this contract. Title to the equipment assigned to Contractor shall vest in Contractor subject to the condition that Contractor shall use the equipment for the authorized purpose of the original contract for the entire term of the contract. It is further agreed that Contractor shall maintain adequate

EXHIBIT D
ASSURANCES & CERTIFICATIONS

property control records, perform regular inventories, document adequate maintenance and repair, and establish adequate safeguards to prevent loss, damage, or theft to any equipment in accordance with sound industry practice. Equipment shall include all tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more. Controlled assets must be accounted for according to the following acquisitions cost parameters:

Item	Cost
Copiers	More than \$500
Medical and Laboratory Equipment	
Emergency Management Equipment	
Media Equipment (video recorders, cameras, CD players, TVs, VCRs, and DVD players)	
Desktop and Laptop Computers	
Printer (not portable)	
Communication Devices and Systems (such as FAX machines, cellular/mobile telephones, hand-held radios, Blackberry devices, pagers, telecopiers)	

Unless otherwise provided in the contract, Contractor, upon delivery or acquisition of any equipment described in this section, shall assume the risk of and be responsible for, any loss thereof or damage thereto, except for reasonable wear and tear, and except to the extent that the equipment is consumed in the performance of this contract.

Contractor shall, upon completion of this contract or where there is otherwise no longer a need for this equipment, give written notice to DADS within ten calendar days to this effect. It is further agreed that upon receipt by DADS of this written notice, DADS shall issue instructions as to the continued use or disposition of the equipment to Contractor pursuant to applicable federal regulations as outlined in OMB Circular A-102.

13. Maintenance of Non-Federal Support for Services

Contractor shall not replace funds from non-federal sources with federal funds. Contractor agrees to continue to initiate efforts to obtain support from other sources for services funded under this contract.

14. Training Requirements

Contractor shall provide in-service training to all personnel relative to the performance of this contract. Contractor shall secure appropriate training and certification for all personnel delegated duties that require the specialized training or certification.

15. Coordination Requirements

Contractor agrees DADS may establish procedures and mechanisms necessary to assure effective coordination between the various activities and programs operating pursuant to the

EXHIBIT D
ASSURANCES & CERTIFICATIONS

ACL and other local, state or federal programs operating on behalf of older persons and individuals with disabilities.

Contractor shall participate in DADS initiatives for evaluating and improving the access and intake processes for all Department services and programs through AAAs, Local Authorities, and community services regional offices.

Contractors who operate focal points in the community must assure co-location of services, where feasible.

16. Emergency Management

In the event of a disaster, whether man-made, natural, or of a civil defense nature, Contractor may provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

17. Taxes

Contractor will comply with all state, federal and local tax requirements with respect to property and personnel.

18. Personnel

Contractor shall furnish all necessary personnel and shall appoint personnel of adequate qualifications, skill and expertise to perform the services in accordance with the terms of this contract.

19. Provision of Services

Contractor assures compliance with the following provisions relating to the services covered by this contract.

A. Eligibility

The services covered by this contract serve only those individuals and groups eligible under the provisions of the ACL.

B. Residency

No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.

EXHIBIT D
ASSURANCES & CERTIFICATIONS

C. Coordination and Maximum Utilization of Services

Contractor, to the maximum extent, shall coordinate and utilize the services and resources of other appropriate public and private agencies and organizations. Efforts shall be demonstrated to coordinate with local and state agencies to ensure non-duplication of administrative activities and service delivery to the maximum extent possible. Coordination activities shall reduce administrative burden on service providers and provide better service delivery to program participants.

D. Prohibition of Means Test for Services

Contractor shall provide all services funded by the ACL without the use of any means test to determine eligibility for services.

E. Legal Assistance Services Attorney-Client Privilege

Contractor shall not divulge any information that is protected by the attorney-client privilege held by program participants or require a provider of legal assistance to reveal and information protected by the attorney-client privilege.

20. Centers for Medicare and Medicaid Services (CMS) Screening for Excluded Individuals and Entities

The Contractor must verify staff members and service providers and their employees who are involved with the delivery of the Legal Assistance and Legal Awareness services are not excluded from participation in federal health care programs. The Contractor will conduct a search, using the state and federal online databases as indicated by DADS, prior to hiring staff or contracting with a service provider, and on an ongoing monthly basis.

To ensure compliance with applicable federal and state requirements, Contractor must develop and implement written policies and procedures to:

- review the List of Excluded Individuals and Entities (LEIEs) **at the following websites** before hiring or contracting with an individual or entity at least once a month while the provider employs or contracts with the individual or entity, regardless of whether the provider has a written agreement with the individual or entity, to determine if the individual has been excluded:
 - <https://oig.hhs.gov/exclusions/>; and
 - <http://oig.hhsc.state.tx.us/exclusions/search.aspx>;
- immediately report to Health and Human Services Commission-Office of the Inspector General (HHSC-OIG) the identity of an excluded individual or entity that the provider employed or contracted with and any amount paid to that individual or entity, by accessing the HHSC-OIG [self-reporting protocol](#). (Directions for self-reporting are found in Section III of the protocol);
- document the following information to demonstrate compliance with the requirements to review the LEIE and report an excluded individual or entity:

**EXHIBIT D
ASSURANCES & CERTIFICATIONS**

- the date of an LEIE review;
- printed name and signature of the person conducting the review;
- first and last name and date of birth of the individual or entity that was subject of the review;
- whether the individual or entity was excluded; and
- date an excluded individual was reported to HHSC-OIG;
- maintain the documentation that demonstrates compliance with the reviewing and reporting requirements, and copies of reports submitted to HHSC-OIG, for six years after the end of the federal fiscal year in which the documentation or report was created;
- refrain from employing or contracting with an excluded individual or entity to provide any items or services that may be paid for directly or indirectly through the provider's contract with the DADS; and
- refrain from paying for any item or service furnished, ordered or prescribed by an excluded individual or entity.

I, the undersigned, certify that compliance with these assurances and certifications will be accomplished. I further certify that I am authorized to sign for Contractor agency.

For Contractor:

Stephen L. Williams, M.Ed., M.P.A., Director

Typed Name and Title of Authorized Official



Signature of Official

8/28/2014

Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? Yes No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
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Name of Authorized Representative (type or print) Stephen L. Williams, M.Ed., M.P.A.	Title Director
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 Signature--Authorize Representative


 Date

Federal Funding Accountability and Transparency Act Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications listed below represent material facts that the Department of Aging and Disability Services (DADS) relies upon when reporting information to the federal government under federal law. If DADS later determines that the Contractor knowingly rendered an erroneous certification, DADS may pursue all available remedies in accordance with Texas and U.S. law. The Contractor agrees that it will provide immediate written notice to DADS if at any time the Contractor learns that any of the certifications provided below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Contractor cannot certify all of the statements contained in this section, the Contractor must provide written notice to DADS detailing which of the below statements it cannot certify and why.**

Enter Your Organization's DUNS No. (9 digits)	Enter Your Organization's Fiscal Year Begin (MM/DD):	End (MM/DD):
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A. Certification Regarding Percentage of Annual Gross Revenue from Federal Awards

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

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

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

If you answered Yes to both questions A and B, you must answer question C.
If you answered No to either question A or B, skip question C and complete Item E.

C. Certification Regarding Public Access to Compensation Information

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

If you answered No to question C, you must complete Item D.

D. Name and Total Compensation for Top Five Highly Compensated Officers (see Page 2)

Name	Total Compensation Amount

E. Contractor Certification

As the duly authorized representative of the Contractor, I hereby certify all of the statements in the above certifications are true and complete.

Stephen L. Williams, M.Ed., M.P.A.

Type or Printed Name of Authorized Representative
Director



Signature - Authorized Representative

Title of Authorized Representative



Date

Legal Entity Name of Contractor

DADS Contract No

Place of Performance (see Page 2)

Primary City	Primary State	Primary ZIP+4 Code	Primary Country USA
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Additional information for Items D and E.

Item D. Names and Total Compensation for Top Five Highly Compensated Executives

Enter the first and last name and total compensation for your organization's five most highly compensated executives.

Executive means officers, managing partners or any other employees in management positions.

Total Compensation means the cash and non-cash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following:

1. Salary and bonus.
2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation that is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Example:

Name	Total Compensation Amount
William Jennings	60000

Item E. Place of Performance

Primary City – Enter the name of the primary city in which the services will be performed. If services will be performed in multiple cities, enter the city that will receive the greatest benefit from the sub-award.

Primary State – Enter the name of the state in which the primary city is located.

Primary ZIP+4 Code – Enter the nine-digit ZIP Code for the primary city

Example:

Primary City	Primary State	Primary ZIP+4 Code	Primary Country
Austin	TX	78749-1078	USA

Exhibit E: Debarment & Suspension

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 and 12684 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the instructions and in 02 CFR Part 180.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE _____

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____


Signature of Authorized Representative

Stephen L. Williams, M.Ed., M.P.A.

Printed/Typed Name of Authorized Representative

8/28/2014
Date

Director

Title of Authorized Representative

THIS CERTIFICATION IS FOR FFY 2015, PERIOD BEGINNING October 1, 2014 and ENDING September 30, 2015.

INSTRUCTIONS FOR CERTIFICATION

- 2 -

1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out below.
2. The inability of a contractor/grantee to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (02 CFR Part 177-180 and Part 376).
6. The prospective contractor/grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Exhibit F: Standard Contract Terms and Conditions

Department of Aging and Disability Services Standard Contract Terms and Conditions

Revision 14-2, Effective January 17, 2014

1. **Cooperation.** Contractor must interact with staff, other contractors or consultants of the Department of Aging and Disability Services (DADS) in a cooperative manner and will consult with such persons, as necessary for Contractor to perform all duties and responsibilities required under this contract.
2. **Compliance.** In addition to other statutory and regulatory requirements specifically identified in this contract, and state and federal anti-discrimination laws, the Contractor agrees to comply without limitation to the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
 - g. The HHS agency's administrative rules, as set forth in the Texas Administrative Code (TAC), to the extent applicable to this Agreement.
 - o 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.
 - o Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80, or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of individuals in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. The contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. The contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

January 17, 2014

- 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.
 - Upon request, the contractor will provide HHSC Civil Rights Office with copies of all of the contractor's civil rights policies and procedures. The contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten 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 W-206
 - Austin, TX 78751
 - Toll Free Telephone: 888-388-6332
 - Telephone: 512-438-4313
 - TTY Toll Free: 877- 432-7232
 - Fax: 512-438-5885
 - The Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after Nov. 6, 1986, who will perform any labor or services under this contract.
 - All other applicable federal laws and regulations, as well as local and state laws and regulations now in effect or that become effective during the term of this contract.
 - ICF/IID Standards. Contractor must provide all program care services consistent with the standards set by the Centers for Medicare and Medicaid Services for intermediate care facilities for individuals with an intellectual disability or related condition.
 - Title 40, TAC, Part 1, Chapter 7, Subchapter B, relating to Contracts Management.
3. **Texas Products.** Contractor must buy Texas products and materials when they are available at a comparable price and in a comparable period of time.
 4. **Recycled, Remanufactured and Environmentally Sensitive Products.** Contractor is encouraged to use recycled, remanufactured, and environmentally sensitive products in the delivery of services provided for under this contract.
 5. **Substitutions.** No substitutions or cancellations permitted without written approval of DADS prior to substitution or cancellation.
 6. **Delivery Requirement.** Goods and services shall be provided during the hours specified by DADS.
 7. **Travel Reimbursement.** When the reimbursement of travel expenses is authorized by the contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas Travel Regulations (Appropriations Act, Article IX).
 8. **Delays.** If delay is foreseen, the contractor shall give written notice to DADS. DADS has the right to extend the delivery date if reasons appear valid. The contractor must keep DADS advised at all times of status of delivery. Default in promised delivery, without DADS approval, or failure to

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meet other contract requirements, authorizes DADS to purchase goods and services elsewhere and charge full increase in costs, if any, to the defaulting contractor.

9. **Meetings.** Contractor must ensure that appropriate representatives attend meetings relevant to this contract, as required by DADS. The cost of attending the meetings shall be Contractor's sole responsibility.
10. **Confidentiality.** Contractor must maintain the confidentiality of information received during the performance of this contract, including information that discloses confidential personnel information or identifies any individual served by DADS, in accordance with applicable federal and state laws and DADS rules.

11. **Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security.**

If this box is checked, this section applies to this contract.

The terms used in this section that are not otherwise defined in this contract have the meanings assigned in the HIPAA privacy and security rules, 45 C.F.R. Parts 160 and 164.

- a. Contractor is a business associate of DADS. DADS will provide or make available to Contractor or Contractor will create or receive on behalf of DADS the protected health information necessary to carry out the terms of this contract.
 - i. Contractor is permitted to use or disclose this protected health information to accomplish the purposes of this contract. To be permissible, the use or disclosure must comply with the HIPAA privacy rules.
 - ii. Contractor is also permitted to use or disclose this protected health information for the following additional purposes:
 - (A) Contractor may *use* the information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities.
 - (B) Contractor may *use* the information to provide data aggregation services relating to the healthcare operations of DADS.
 - (C) Contractor may *disclose* the information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities if:
 - (1) the disclosure is required by law; or
 - (2) the contractor obtains the following assurances from the person to whom the information is disclosed:
 - (a) that the person will maintain the confidentiality of the information;
 - (b) that the person will use or further disclose the information only as required by law or for the purpose it was disclosed to the person; and
 - (c) that the person will notify the contractor of any breaches of confidentiality.
 - iii. When using or disclosing protected health information or when requesting protected health information from another entity, Contractor must make reasonable efforts to limit the protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
 - iv. Contractor is prohibited from using or disclosing the protected health information provided by, made available by, or created or received on behalf of DADS for any purpose other than as expressly permitted or required by this contract or required by law.

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- b. Contractor must comply with the following provisions:
- i. Contractor must use appropriate safeguards to prevent the use or disclosure of the protected health information other than as provided by this contract. These safeguards must include maintaining the protected health information in a form that is unusable, unreadable, or indecipherable to unauthorized individuals under the guidance adopted by the U.S. Department of Health and Human Services.
 - ii. Contractor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DADS as required by 45 C.F.R. §§164.308-164.312. Contractor will also implement the policies, procedures, and documentation requirements under Section 45 C.F.R. §164.316.
 - iii. Contractor must report to DADS any use or disclosure of protected health information not provided for by this contract and any security incident of which Contractor becomes aware, including any breach as that term is defined in Section 13400 of the American Recovery and Reinvestment Act of 2009 (42 U.S.C §17921). Contractor must make an initial report to DADS as soon as possible but no later than two business days after discovering the unauthorized use or disclosure or the security incident. Contractor must follow up the initial report with a final report within 10 business days after the initial report. The final report must be in writing and, if feasible, must identify each individual whose unsecured protected health has been or is reasonably believed to have been involved in the unauthorized use or disclosure or the security incident.
 - iv. If Contractor experiences a breach for which notification is required under Section 13402 of the American Recovery and Reinvestment Act of 2009 (42 U.S.C §17922), Contractor must either do the notification or pay the expenses associated with DADS doing the notification.
 - v. Contractor must ensure that any agent, including providers and subcontractors, to whom Contractor provides protected health information received from or created or received by Contractor on behalf of DADS must agree to the same restrictions and conditions that apply to Contractor with respect to such information.
 - vi. Contractor must provide individuals access to health information about them in Contractor's records in accordance with 45 C.F.R. §164.524.
 - vii. Contractor must make protected health information in a designated records set available for amendment and incorporate any amendments to this information in accordance with 45 C.F.R. §164.526.
 - viii. Contractor must provide accountings of disclosures when requested by individuals in accordance with 45 C.F.R. §164.528.
 - ix. Contractor must document, and provide to DADS upon request, disclosures of protected health information and information related to such disclosures as necessary for DADS to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 C.F.R. §164.528.
 - x. Contractor must make its internal practices, books, and records relating to the use, disclosure, and security of protected health information received from or created or received by Contractor on behalf of DADS available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining DADS' and

Contractor's compliance with the privacy, security, or breach notification rules and law, 45 C.F.R. Parts 160 and 164; American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-105, Title XIII, Subtitle D, 123 Stat. 115, 258-276 (2009).

- xi. Once this contract ends, Contractor must, if feasible, return or destroy all protected health information received from or created or received by Contractor on behalf of DADS that Contractor maintains in any form and retain no copies of such information. If Contractor destroys the information, it must be destroyed so that it is rendered unusable, unreadable, or indecipherable to unauthorized individuals under the guidance adopted by the U.S. Department of Health and Human Services. Contractor must certify to DADS that the information has been appropriately destroyed. If returning or destroying the information is not feasible, Contractor must extend the protections of this contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
 - xii. Contractor must develop and implement a system of sanctions for any employee, contractor, or agent who violates this section or the privacy, security, or breach notification rules or law, 45 C.F.R. Parts 160 and 164; American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-105, Title XIII, Subtitle D, 123 Stat. 115, 258-276 (2009).
 - xiii. Contractor must have procedures in place for mitigating, to the maximum extent practicable, any harmful effects from the use or disclosure of information in a manner contrary to this contract or the privacy rules or from its failure to maintain appropriate security in a manner contrary to this contract or the security rules.
- c. Upon DADS' knowledge of a material breach of this section of this contract, DADS will:
 - i. provide an opportunity for Contractor to cure the breach and end the violation or, if Contractor does not cure the breach and end the violation within the time specified by DADS, terminate the contract;
 - ii. if Contractor has breached a material term of this contract and cure is not possible, immediately terminate this contract; or
 - iii. if neither termination nor cure is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services or designee.
 - d. The rights and obligations of Contractor under this section shall survive the termination of this contract.

12. Handling Sensitive Information and Breach Notification

- a. As part of its contract with the Department, Contractor may receive or create sensitive personal information, as section 521.002 of the Business and Commerce Code defines that phrase. Contractor must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Contractor may consult the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.

b. Contractor must notify the Department of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this contract, including any breach of system security, as section 521.053 of the Business and Commerce Code defines that phrase. Contractor must submit a written report to the Department as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify each individual whose sensitive personal information has been or is reasonably believed to have been compromised

c. Contractor must either disclose the unauthorized acquisition, access, use or disclosure to each individual whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with the Department doing the disclosure if:

1. Contractor experiences a breach of system security involving information owned by the Department for which disclosure or notification is required under section 521.053 of the Business and Commerce Code; or
2. Contractor experiences a breach of unsecured protected health information, as 45 CFR §164.402 defines that phrase, and the Department becomes responsible for doing the notification required by 45 CFR §164.404.

The Department may, at its discretion, waive this requirement.

13. **Requests for Information.** The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this contract to any party other than DADS and its authorized agents except as otherwise provided by this contract or after obtaining written permission of DADS.
14. **Public Information.** This contract, all data and other information developed pursuant to this contract shall be subject to the Texas Public Information Act.
15. **Gender and Number.** Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.
16. **Record Retention.** Contractor must retain all invoices, records and other documents pertinent to this contract until five (5) years following the expiration or termination of this contract, until any audits in progress at the end of the five (5) year period are completed, or until any lawsuits relating to this contract are resolved, whichever date is later.
17. **Access.** Contractor must permit representatives and agents of DADS, or authorized state and federal agencies, to have unrestricted access to all facilities, records, data and other information under the control of Contractor as necessary to enable DADS to audit, monitor and review all financial activities and services associated with DADS funds. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the state auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontractor awards.
18. **Independent Contractor/No Agency or Partnership.** It is the intent of DADS and Contractor that Contractor is an independent contractor and not an employee of DADS for any purpose. Contractor and DADS understand and agree that (a) DADS will not withhold or pay on behalf of

Contractor any sums for income tax, unemployment insurance, social security or any other withholding, or make available to Contractor any of the benefits, including workers' compensation insurance coverage and health and retirement benefits, afforded to employees of DADS; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of Contractor; and (c) Contractor must indemnify and hold harmless DADS from any damages or liability, including attorneys' fees and legal expenses, incurred by DADS with respect to such payments, withholdings and benefits. It is expressly acknowledged and agreed by and between DADS and contractor that nothing in this contract is intended to create a joint venture relationship, a partnership relationship or a principal/agent relationship.

L PN 19. ~~Indemnification and Hold Harmless. Contractor, unless a physician, must indemnify and hold harmless the state of Texas, all of its officers, its agents and employees and DADS, its employees and agents from all suits, actions, demands, proceedings costs, damages, and claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of Contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.~~

20. **Physicians and Psychiatrists.** If Contractor is a physician, DADS shall indemnify Contractor for actual damages, court costs and attorney's fees adjudged against Contractor, as required by and subject to the limitations set forth in the Civil Practice and Remedies Code, Chapter 104.

If Contractor is a physician or psychiatrist, Contractor shall indemnify and hold harmless DADS, and its employees and agents, only when actual damages, court costs, and attorney's fees are adjudged against DADS due to Contractor's willful or wrongful acts or acts of gross negligence or when the court in its judgment or the jury in its verdict finds that Contractor acted in bad faith, with conscious indifference or reckless disregard.

21. **Contract Management and Administration.** DADS will name a contract manager for this contract. The agency-designated contract manager will act as the point of contact between the agency and the contractor. The contract manager has neither expressed nor implied authority to authorize or approve any changes to the terms and conditions of this contract.

22. **Contract Amendments.** This contract may only be amended through the execution of a formal amendment to this contract.

23. **Default.** Contractor shall comply with and act in good faith in the performance of all provisions of this contract and any amendments. Contractor acknowledges that the following actions by Contractor will be considered a default(s) under this contract subjecting Contractor to the remedies and sanctions described in Section 23:

- a. Submitting falsified documents or fraudulent invoicing or making false representations or certifications relating to this contract;
- b. Endangering the life, health, welfare or safety of individuals served under this Contract;
- c. Failing to perform according to the terms, conditions, and specifications or within the time limit(s) specified in the contract, including but not limited to the following:
 - i. failing to abide by applicable federal and state statutes, such as those regarding handicapped persons and civil rights;
 - ii. failing to meet standards that are required by state or federal law or DADS rule;

- iii. failing to notify and reimburse DADS for services DADS paid for when the contractor received reimbursement from a liable third party;
- iv. failing to disclose or make available, upon demand, to DADS or its representatives, including appropriate federal and state agencies and their representatives, including independent financial auditors, any records the contractor is required to maintain;
- v. violating the Texas Health and Safety Code, Title 7 provisions applicable to the contract or any rule or regulation issued under this title;
- vi. failing to correct contract performance deficiencies after receiving written notice about them from DADS; and
- vii. failing to repay or make and follow through with arrangements satisfactory to DADS to repay identified overpayment or other erroneous payments.

d. Failing to perform or comply with any other covenant, term or condition of this contract.

24. **Remedies and Sanctions.** DADS may impose remedies and sanctions as described in this section for Contractor's default under this contract. DADS at its own discretion may impose as many remedies and sanctions as appropriate on a case-by-case basis.

Informal Remedies:

- o Requesting Contractor to respond in writing to identified problems;
- o Increasing the frequency or extensiveness of monitoring of Contractor;
- o Requiring Contractor to obtain additional training or technical assistance; or
- o Requiring Contractor to submit additional or more detailed financial, and/or programmatic reports.

Sanctions:

- o Terminating contract;
- o Withholding contract payments;
- o Recouping contract payments from Contractor; or
- o Reducing the contract not-to-exceed amount.

25. **Sanction Notification and Review.** DADS will formally notify Contractor in writing when a sanction is imposed, stating the nature of the sanction, the reasons for proposing or imposing the sanction, any corrective action that must be taken before the sanction will be removed and the time allowed for completing the corrective action. If Contractor believes DADS's imposition of the sanction is in error, it may submit to DADS a written request for a review of the imposition of the sanction within 10 days from the date of notification.

Contractor's request shall contain the following:

- o A copy of the letter from DADS notifying Contractor of the sanction
- o A description of each act that is the basis for the sanction
- o The basis for Contractor's belief that DADS' imposition of the sanction is in error
- o Any documentation in support of Contractor's position
- o A statement and authorities in support of Contractor's position

On or before 10 days following receipt of the Contractor's request for review, DADS will appoint a reviewer(s), who will review the Contractor's request, who may permit or require additional information and who may uphold or overturn the imposition of the sanction. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final.

26. Termination

- a. **Without Cause.** This contract may be terminated by DADS upon 30 days written notice to the Contractor of its intent to terminate this contract.
- b. **By Mutual Agreement.** DADS and Contractor may mutually agree to termination of this contract at any time.
- c. **Funds.** This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human service agency consolidations, or any other disruption of current appropriations, this contract will be terminated immediately.

27. Responsibilities Prior to Termination. Following written notification of intent to terminate and until the agreed upon date of termination, Contractor will continue to have the responsibility to provide services under this contract, and DADS will continue to have the responsibility to pay for the services provided according to this contract.

28. Effect of Termination. Upon termination of this contract, Contractor and DADS will be discharged from any further obligation created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of Contractor to retain records and maintain the confidentiality of information shall survive this contract.

29. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by DADS and the contractor to attempt to resolve any claim made by the contractor that DADS has breached a term or condition of this contract:

- A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided for in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as provided in the notice provision of the contract. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of DADS and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.
- The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DADS if the parties are unable to resolve their disputes under subparagraph (A) of this subchapter.
- Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil

Practices and Remedies Code. Neither the execution of this contract by DADS nor any other conduct of any representative of DADS relating to the contract shall be considered a waiver of sovereign immunity to suit.

- Neither the occurrence of an event, nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
 - Imposition of sanctions under this contract does not authorize the use of the Dispute Resolution process under Chapter 2260.
30. **Renegotiation.** In the event Contractor is required to comply with an addition to or a change in any law, rule, regulation, directive, standard, settlement or resolution pursuant to this contract, and the addition or change results in a material change in Contractor's rights or obligations under this contract or places a significant financial burden on Contractor, Contractor and DADS may renegotiate the terms of this contract.
 31. **Severability.** In the event any provision of this contract becomes unenforceable or void, all other provisions of this contract will remain in effect.
 32. **Antitrust.** Contractor hereby assigns to DADS any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the anti-trust laws of the state of Texas, Business and Commerce Code Ann. Sec 15.01, et seq (1967).
 33. **Assignability.** This contract may be assigned to DADS's successor state agency or agencies. No assignment of this contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
 34. **Entire Agreement.** This contract constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between DADS and Contractor on the matters contained herein. No modification, alteration or waiver of any term, covenant, or condition of this contract and any attachments shall be valid unless in writing and executed by the parties hereto.
 35. **Waiver.** In no event shall any payment by DADS to Contractor or any act or omission of DADS constitute or be construed in any way to be a waiver by DADS of any breach or default of this contract that may then or subsequently be committed by Contractor. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to DADS to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of DADS may waive the effect of this provision.
 36. **Governing Law.** This contract is being executed and delivered in the state of Texas. This contract is intended to be performed in the state of Texas and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this contract. Proper venue for any litigation arising from this contract shall be in the county in which the facility is located.
 37. **Captions.** The captions contained within this Contract are for reference purposes only and do not affect the meaning of this contract.
 38. **Copyright Infringement.** Contractor warrants and represents that no property protected by copyright will be reproduced or used in performance of this contract unless Contractor has previously obtained written permission from the copyright holder(s).
 39. **Patent Infringement.** Contractor agrees to protect DADS from claims involving infringement of patents relating to the performance of this contract.

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40. **Work Made for Hire.** All work performed pursuant to this contract, developed or prepared for DADS, is the exclusive property of DADS. All right, title and interest in and to said property shall vest in DADS upon creation and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this contract. To the extent that title to any such work may not, by operation of law, vest in the department, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to DADS. DADS shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

Contractor must give DADS and the state of Texas, as well as any person designated by DADS and the state of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this contract.

41. **Debt to the State.** If a payment law prohibits the Comptroller of the State of Texas from making a payment, the Contractor acknowledges the DADS' payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.
42. **Representation by Former Officer or Employee of Regulatory Agency Restricted; Criminal Offense.**
- A. In accordance with Texas Government Code, Section 572.054, the following former DADS employees may not represent Contractor or receive compensation for services rendered on behalf of Contractor regarding a particular matter in which the employee participated during his or her period of DADS employment, either through personal involvement or because the matter was within the employee's official responsibilities: Employees who ceased employment with DADS on or after January 1, 1992, who were compensated as of the last date of DADS employment at or above the amount prescribed by the General Appropriations Act for salary group 17, Schedule A or salary group 9, Schedule B, of the position classification salary schedule.
- B. Any entity that is represented by or that compensates a former DADS employee described in Section A is not eligible to be awarded this Contract. Contractor certifies that it is not ineligible to be awarded this Contract under this Section B.
43. **Return of Confidential Materials.** Contractor shall return to DADS upon completion of the services under this Contract, or upon request, all confidential materials made available to Contractor, including copies.
44. **Certifications.** Contractor certifies that the following statements are true:
- a. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- b. Neither Contractor nor the firm, corporation, partnership or institution represented by Contractor, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of this state or the federal antitrust laws.
- c. Contractor has not participated in or received compensation for: a) the preparation of the service description, b) development of evaluation criteria, c) terms and conditions for this contract, or d) the selection of the successful contractor for this contract.

- d. Contractor has not retained or promised to retain an entity that has participated in the development of the request for proposal or that participated in the selection of the Contractor.
- e. Contractor owes no funds to DADS, the Health and Human Services Commission, the Department of State Health Services or the state of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Contractor has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment.
- f. Neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal or state department or agency. Contractor shall notify DADS immediately in the event that Contractor or its principals is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal or state department or agency.
- g. Contractor's license, permit, or certificate has not been revoked by any health and human services agency or public safety and criminal justice agency.
- h. None of the funds paid by DADS pursuant to this contract will be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress or the state legislature or for obtaining any federal or state contract.
- i. No employee, officer or director of Contractor has been convicted of any crime related to any state or federally funded program.
- j. As required by Texas Government Code §2252.901, Contractor has not been an employee or officer of DADS within one year of the execution of this contract.
- k. As required by Texas Family Code §231.006, a child support obligor who is more than 30 calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan. Contractor agrees to maintain its eligibility to receive payments under this contract, certifies that it is not ineligible to receive the payments specified in this contract, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- l. As required by Texas Government Code §2155.006, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after Sept. 24, 2005. Under §2155.006, Texas Government Code, Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

45. HHSC Uniform Electronic and Information Resources (EIR) Accessibility Clause.

- a. **Applicability.** This clause applies if the contract requires the Contractor to procure or develop EIR for DADS, or to change any of DADS' EIR. This clause also applies if the contract requires the Contractor to perform a service or supply goods that include EIR that: (i) DADS

employees are required or permitted to access; or (ii) members of the public are required or permitted to access.

This clause does not apply to incidental uses of EIR in the performance of a contract, unless the parties agree that the EIR will become property of the state or will be used by the HHS agency's individual/recipient after completion of the contract.

Nothing in this clause is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product.

b. **Definitions.**

1. **Accessibility Standards** means the Electronic and Information Resources Accessibility Standards and the Website Accessibility Standards/Specifications.
2. **Electronic and Information Resources** means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.
3. **Electronic and Information Resources Accessibility Standards** means the accessibility standards for electronic and information resources contained in 1 TAC Chapter 213.
4. **Website Accessibility Standards/Specifications** means standards contained in 1 TAC Chapter 206.
5. **Products** means information resources technologies that are, or are related to, EIR.

c. **Accessibility Requirements.**

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, DADS must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, the Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

d. **Evaluation, Testing and Monitoring.**

1. DADS may review, test, evaluate and monitor the Contractor's Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

2. Contractor agrees to cooperate fully and provide DADS and its representative's timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing and monitoring.

e. **Representations and Warranties.**

1. Contractor represents and warrants that (i) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an HHS agency's individual or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless DADS and/or individual/recipient, as applicable, uses the Products in a manner that renders it noncompliant.
2. In the event the Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, the Contractor represents and warrants that it will, in a timely manner and at no cost to DADS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.
3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DADS relies in awarding this contract.
4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

f. **Remedies.**

1. Pursuant to Texas Government Code Sec. 2054.465, neither the Contractor nor any other person has cause of action against DADS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
 2. In the event of a breach of the Contractor's representations and warranties, the Contractor will be liable for direct and consequential damages and any other remedies to which DADS may be entitled. This remedy is cumulative of any and all other remedies to which DADS may be entitled under this contract and other applicable law.
46. **Secure Erasure of Hard Disk Products and/or Services.** Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.
47. **Screening Excluded Parties.** Vendor agrees to screen it's employees and contractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program and all federal and state health care programs. The Contractor agrees to search monthly the HHS-Office of the Inspector General (OIG) and HHSC-OIG List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to HHSC-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting.

The Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the

exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

48. Certification Regarding Purchases and Leases of Network Hardware and Network Software. Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with Section 2059.060, Texas Government Code.

49. Publicity

- (a) Except as provided in the paragraphs below, Contractor must not use DADS name, the State of Texas or refer to DADS or the State directly or indirectly in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including, but not limited to, in any promotional or marketing materials, customer lists or business presentations (other than those submitted to DADS, an administrative agency of the State of Texas, or a governmental agency or unit of another state or the Federal Government).
- (b) Contractor may publish, at its sole expense, results of Contractor performance under the Contract with DADS prior review and approval, which DADS may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from DADS and any Federal agency, as appropriate. Contractor will provide DADS at least three copies of such publication prior to public release. Contractor will provide additional copies at the request of DADS.
- (c) Contractor may include information concerning the Contracts' terms, subject matter, and estimated value in any report to a governmental body to which the Contractor is required by law to report such information.

50. Suspension of Medicaid Payments. Contractor acknowledges that in accordance with 42 CFR §455.23, the Department shall suspend all Medicaid payments to the Contractor upon notification by Health and Human Services Commission-Office of Inspector General that a credible allegation of fraud under the Medicaid program is pending against the Contractor, unless the Department has good cause not to suspend the payments or to suspend the payments only in part.