

**HHS Open Enrollment No. HHS0007728  
Attachment A  
Statement of Work**

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## 1. INTRODUCTION

The purpose of Health and Human Services Commission's (HHSC) Comprehensive Rehabilitation Services (CRS) program is to help eligible persons who have a traumatic brain injury (TBI) and/or traumatic spinal cord injury (TSCI) improve their ability to function independently in the home and the community. The program focuses to improve self-care, communication, and mobility.

Information and guidelines about the CRS program may be accessed at: The CRS Standards for Provider's Manual may be accessed at: <https://hhs.texas.gov/laws-regulations/handbooks/comprehensive-rehabilitation-services-crs-standards-providers>

## 2. AUTHORIZED SERVICES FOR INDIVIDUALS SUPPORTED BY CRS

CRS is authorized to offer Post-Acute Rehabilitation Services (PARS) for Residential, Non-Residential and Outpatient Therapy Services. To be eligible to receive these services the individual must have either a TBI or a TSCI. The services are provided through an interdisciplinary team approach and identified on the Individual Program Plan (IPP). The contractor will request specific services which must be pre-authorized by the CRS program Counselor. Once approved by the Counselor, a Service Authorization (SA) will be issued to the contractor and will outline approved services to be rendered. Any changes to treatment or the SA must be submitted to the Counselor for review and approval.

The services are defined in the CRS Standards for Provider's Manual and, unless otherwise specified, should be considered all-inclusive. The Contractor (Provider) is, at all times, responsible for complying with the most current version of the HHSC CRS Standards for Providers Manual.

The Contractor must provide all PARS in accordance with all Texas and HHSC statutes, regulations, rules, policies, and guidelines that govern the PARS, including, but not limited to, [Title 40, Part 2, Chapter 107, Subchapter D of the Texas Administrative Code](#) and the most current CRS Standards for Providers Manual.

Services that are provided are based on an assessment of the individual's deficits with the goal of achieving independence in the home and community and/or establish new patterns of cognitive activity or compensatory mechanisms.

### 2.1. RESIDENTIAL SERVICES

To receive services in a residential setting, the individual must have a TBI or have a TBI with a TSCI.

### 2.2. NON-RESIDENTIAL SERVICES

To receive services in a non-residential setting, the individual may have a TBI, TSCI or both.

### **2.3. OUTPATIENT THERAPY SERVICES**

Outpatient therapy services are provided on a one-on-one basis by licensed therapists to participants who have a TBI, TSCI, or both. A physician must prescribe outpatient therapy services (as applicable), and the prescribed services are to be provided without admittance to a hospital. Outpatient therapy services are to be utilized as a continuum of PARS services and does not include residential or non-residential base services. Outpatient therapy services include core services, but are not limited to: occupational therapy, physical therapy, speech therapy, mental health counseling, and substance abuse services.

### **2.4. ANCILLARY SERVICES**

Goods or services approved by the CRS program that are not part of the approved rates for PARS are considered ancillary and must be preauthorized before goods or services are rendered. If goods or services are not preauthorized, then there is no guarantee of payment.

### **2.5. THIRD PARTY BENEFITS**

If an individual has third party benefits, the Contractor is required to provide HHSC CRS with the explanation of benefits (EOB) or denial from other pay sources(s).

It is the Contractor's responsibility to communicate with HHSC CRS staff regarding pre-authorizations or estimated third party payment prior to service delivery in order for HHSC CRS staff to provide appropriate authorization of services.

Payment by a financial agent, including but not limited to self-insured plans, commercial/private insurance plans, Medicare, Medicaid, or other parties that are, by statute, contract, or agreement, legally responsible for payment of a claim for a health care item or service.

HHSC CRS is considered a payor of last resort.

## **3. ELIGIBLE PERSON POPULATION**

A person eligible is determined by applicable law, [Title 40, Part 2, Chapter 107, §107.707, Texas Administrative Code](#) and the individual must meet eligibility requirements as outlined in the CRS Standards for Providers Manual.

Eligibility information about the HHSC CRS program may be accessed at: <https://hhs.texas.gov/services/disability/comprehensive-rehabilitation-services-crs>

### **3.1. ELIGIBLE PERSON CHARACTERISTICS**

Contractor must be prepared to serve individuals with characteristics, including but not limited to:

#### **3.1.1. Cognitive Deficits**

- a. Attention
- b. Concentration
- c. Distractibility
- d. Memory
- e. Speed of Processing
- f. Confusion
- g. Perseveration
- h. Impulsiveness
- i. Language Processing
- j. Executive functions

#### **3.1.2. Speech and Language Deficits**

- a. Not understanding the spoken word (receptive aphasia)
- b. Difficulty speaking and being understood (expressive aphasia)
- c. Slurred speech
- d. Speaking very fast or very slow
- e. Problems reading
- f. Problems writing

#### **3.1.3. Sensory Deficits**

Difficulties with interpretation of touch, temperature, movement, limb position and fine discrimination.

#### **3.1.4. Perceptual Deficits**

Difficulty with the integration or patterning of sensory impressions into psychologically meaningful data.

#### **3.1.5. Vision Deficits**

- a. Partial or total loss of vision
- b. Weakness of eye muscles and double vision (diplopia)
- c. Blurred vision

- d. Problems judging distance
- e. Involuntary eye movements (nystagmus)
- f. Intolerance of light (photophobia)

#### **3.1.6. Hearing Deficits**

- a. Decrease or loss of hearing
- b. Ringing in the ears (tinnitus)
- c. Increased sensitivity to sounds

#### **3.1.7. Smell Deficits**

Loss or diminished sense of smell (anosmia)

#### **3.1.8. Taste Deficits**

Loss or diminished sense of taste

#### **3.1.9. Seizures**

The convulsions associated with epilepsy that can be several types and can involve disruption in consciousness, sensory perception, or motor movements.

#### **3.1.10. Physical Changes**

- a. Physical paralysis/spasticity
- b. Chronic pain
- c. Control of bowel and bladder
- d. Sleep disorders
- e. Loss of stamina
- f. Appetite changes
- g. Regulation of body temperature
- h. Menstrual difficulties

#### **3.1.11. Social Emotional Deficits**

- a. Dependent behaviors
- b. Emotional ability
- c. Lack of motivation
- d. Irritability
- e. Aggression
- f. Depression
- g. Disinhibition
- h. Denial / lack of awareness

#### **4. SERVICE PROVIDER LOCATION(S)**

The CRS program is state-wide, but specific provider service location(s) must be individually approved by HHSC.

The Contractor agrees that the individual's services provided under this Contract shall be provided at the approved location(s) specified on the Service Authorization(s) form issued by HHSC.

If the Contractor wishes to add or remove an approved location, the Contractor may request this modification via written request. HHSC, in its sole discretion, may approve or reject changes to the approved location(s).

#### **5. CONTINGENCY DISASTER SERVICES**

In the event of a local, state, or federal emergency, including pandemic, epidemic, natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Contractor may be called upon to assist HHSC in providing the following services for the persons in their care at the time of the declaration:

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. Worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

#### **6. GOAL AND PERFORMANCE MEASURES**

Contractor performance evaluation is based on assessment of the output and outcome measures outlined below and in compliance with the terms and conditions of the Contract, as indicated by HHSC contract management and contract monitoring performed by HHSC staff.

PARS residential and non-residential providers must administer the Mayo-Portland Adaptability Inventory (MPAI)-4 or Functional Independence Measure (FIM) to all

individuals receiving services and must be completed and signed by a licensed professional.

**6.1. GOAL**

The goal of the PARS program and any contract awarded under this Open Enrollment is to ensure that individuals who have a TBI or TSCI, or both, receive individualized rehabilitation services to aid in attaining independence in the home and community.

**6.2. PERFORMANCE MEASURES**

The Contractor must be in compliance with all contractual obligations, including but not limited to delineated outcome and customer satisfaction measures.

In addition to the Contractor’s compliance with all of its obligations and duties under the Contract resulting from this Open Enrollment, HHSC will evaluate the performance of the Provider on the basis of the following performance measures:

<b>Performance Measures</b>
<b>Goal of the Contract:</b> To provide individualized rehabilitation services to eligible persons, which aid in achieving independence in the home and community.
<b>Outcome #1:</b> The individual is discharged to a home and community setting.
<b>Outcome Performance Period:</b> Contractor performance for this outcome is determined on a case by case basis, as the individual discharges from the facility.
<b>Outcome Indicator:</b> Percent of individuals in the discharged to home and community settings compared to admissions.
<b>Outcome Target:</b> 100%
<b>Purpose:</b> To ensure individuals are provided rehabilitation services that aid in achieving independence in the home and community.
<b>Data Source:</b> Data collection system as defined by CRS program management
<b>Methodology:</b> The facility must report discharge location to HHSC counselor upon discharge from the facility.

**6.3. LICENSE ACTION NOTICE**

Contractor shall notify its assigned HHSC contract manager of any action impacting Contractor's or subcontractor's license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

#### **6.4. UTILIZATION REVIEW**

The use of utilization and review activities ensures program fiscal integrity, addresses the state mandate requiring program funds be spent only as allowed under state laws and regulations, and ensure that services are based on medical necessity and efficacy of services provided.

Records are chosen for review through a random sample or if billing issues are noted by CRS field staff. Review of individual records with services and billing occur from the point of entry into the CRS program until after the individual ends/concludes treatment and may include prospective, concurrent, and retrospective review activities.

Additionally, Contractors are required to participate in cost reporting and cost surveys performed by the HHSC Rate Analysis Department.

#### **6.5. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

- A.** Contractor shall immediately report in writing to its assigned HHSC contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:
  1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
  2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B.** Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have



direct contact with clients, unless otherwise directed in writing by the System Agency.

## 7. PAYMENT TERMS

HHSC will pay the Contractor for referred services provided and invoiced in accordance with the terms and conditions of the Contract. However, HHSC makes no guarantee or promise regarding the level or amount of services that may be requested or authorized under this Contract.

HHSC is the payor of last resort; therefore, all comparable benefits must be exhausted prior to payment of services.

HHSC will pay for services in accordance with applicable adopted [CRS PARS rates](#), unless otherwise specified.

All payments by HHSC under this Contract will be made in accordance with the Texas Prompt Payment Act, *Texas Government Code*, Chapter 2251. Contractor shall pay any subcontractors in accordance with *Texas Government Code* §2251.022.

Any Contract resulting from this Open Enrollment will be paid on a combination of fee-for-service and per diem reimbursement methods funded by state money based on services provided.

Total funding for these services for all Contracts is an estimated projection of \$12,000,000.00 annually.

HHSC does not guarantee any volume, usage, or compensation to be paid to any Contractor under any Contract resulting from this Open Enrollment. Additionally, all HHS Agency contracts are subject to appropriations, the availability of funds, and termination.

### 7.1. PROHIBITED PAYMENTS

Contractor **will not** be paid for services provided:

- If a comparable benefit is available to fund services;
- Without a Service Authorization from HHSC;
- Outside the date range authorized in the Service Authorization; or
- Without a denial of benefits and explanation of benefits, as applicable.

### 7.2. THIRD PARTY PAYMENT

Payment by a financial agent, including but not limited to self-insured

plans, commercial/private insurance plans, Medicare, Medicaid, or other parties that are, by statute, contract, or agreement, legally responsible for payment of a claim for a health care item or service.

HHSC CRS is considered a payor of last resort.

If an individual has third party benefits, the Contractor is required to provide HHSC CRS with the explanation of benefits (EOB) or denial from other pay sources(s).

It is the Contractor's responsibility to communicate with HHSC CRS Staff regarding pre-authorizations or estimated third party payment prior to service delivery in order for HHSC CRS staff to provide appropriate authorization of services.

## 8. CRS PARS PAYMENT RATES

An indicator of the level of need for services under PARS is based on historical utilization data. However, no level of service is guaranteed by this Open Enrollment or constitutes any promise or guarantee of service utilization on the part of HHSC.

The methodology to determine a per diem and a fee for service state-wide rate includes:

- a. PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services;
- b. PARS Non-Residential includes a community and facility base and a core service component, which covers core therapy services and is billed in 15-minute increments.
- c. PARS Outpatient Services includes individual services that covers core therapy services and is billed in 15-minute increments.

An overview, [reference to reimbursement methodology](#), CRS Rules and payment rate information for residential, non-residential and outpatient service for the CRS Program and the current adopted rates may be found under Payment Rate Information which may be accessed at:

<https://rad.hhs.texas.gov/long-term-services-supports/comprehensive-rehabilitation-services-program-crs>

HHSC will only pay for PARS that have been pre-approved by the CRS Counselor documented in the Individual Program Plan (IPP). Detailed service delivery data must be uploaded each month into the CRS Data Reporting System. This information collected will be utilized to evaluate the per diem and fee for service state-wide rates.

## **8.1. PARS RESIDENTIAL RATES**

PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services.

### **a. Daily Rate**

The Daily Rate is the total for the Core Services Tier Rate, Base Per Diem Rate and the Therapy Evaluation Per Diem Rate, as applicable to the services provided.

### **b. Base Per Diem Rate**

Rate covers room and board, administration, paraprofessional services, medical (physician and nursing services), dietary/nutritional services, case management, and facility and operations costs.

### **c. Therapy Evaluation Per Diem Rate**

The evaluation per diem is based on providing an average of one evaluation each month.

### **d. Core Services Tier Rate**

The core services tier rate is calculated by reviewing the reimbursement for core services and determining hourly proxy rate for those core services. The hourly rate is applied to the tiered rate structure at the prescribed hourly increment for each tier.

Core services include:

1. Aquatic Therapy;
2. Art Therapy;
3. Behavior Management;
4. Chemical Dependency Counseling Treatment;
5. Cognitive Rehabilitation Therapy;
6. Family Therapy;
7. Massage Therapy;
8. Mental Health Counseling;
9. Music Therapy;
10. Neuropsychological Services;
11. Neuropsychiatric Services;
12. Occupational Therapy;
13. Physical Therapy;
14. Recreational Therapy;
15. Speech/Language Pathology

### **e. Transportation**

A transportation fee can be billed one time a day if the contractor transports the individual to appointments or community outings that are identified on the (IPTP).

## **8.2. PARS NON-RESIDENTIAL RATES**

PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services.

### **a. Hourly Base Rate for PARS- Non-Residential**

A standard facility or community base fee per hour and covers dietary and nutritional services, medical services, nursing services, and administrative and/or operational costs.

### **b. Core Services**

Core services are paid in 15-minute increments and can be provided as individual, group, small group, evaluation and re-evaluation as specified in the CRS Standards for Providers.

Core services include:

1. Aquatic Therapy;
2. Art Therapy;
3. Behavior Management;
4. Chemical Dependency Counseling Treatment;
5. Cognitive Rehabilitation Therapy;
6. Family Therapy;
7. Massage Therapy;
8. Mental Health Counseling;
9. Music Therapy;
10. Neuropsychological Services;
11. Neuropsychiatric Services;
12. Occupational Therapy;
13. Physical Therapy;
14. Recreational Therapy;
15. Speech/Language Pathology
16. Case Management
17. Community Independence Supports-Certified Brain Injury Specialist
18. Community Independence Supports-Paraprofessional
19. Medical Team Conference
  - a. With individual supported and/or family present
  - b. Individual supported and/or family not present

### **c. Transportation**

A transportation fee can be billed one time a day if the contractor transports the individual to appointments or community outings that are identified on the (IPP).

### **8.3. OUTPATIENT THERAPY RATES**

Outpatient Therapy Services is paid based upon the Non-residential rates schedule, but does not include case management, community independence supports, and facility or community-based fees.

#### **a. Core Services**

Core services are paid in 15-minute increments and can be provided as individual, group, small group, evaluation and re-evaluation as specified in the CRS Standards for Providers.

Core services include:

1. Aquatic Therapy;
2. Art Therapy;
3. Behavior Management;
4. Chemical Dependency Counseling Treatment;
5. Cognitive Rehabilitation Therapy;
6. Family Therapy;
7. Massage Therapy;
8. Mental Health Counseling;
9. Music Therapy;
10. Neuropsychological Services;
11. Neuropsychiatric Services;
12. Occupational Therapy;
13. Physical Therapy;
14. Recreational Therapy;
15. Speech/Language Pathology
16. Medical Team Conference
  - a. With individual supported and/or family present
  - b. Individual supported and/or family not present
- 17.

#### **d. Transportation**

A transportation fee can be billed one time a day if the contractor transports the individual to appointments or community outings that are identified on the (IPP).

### **8.4. ANCILLARY SERVICES**

Ancillary services will be paid as fee-for-service and based on current HHSC rates. Ancillary services require an additional service authorization to the contractor or vendor provider providing the good and/or service. Ancillary services will be paid utilizing Current Procedural Terminology (CPT) that are

determined by HHSC Rate Analysis Department. For services and purchases for which a specific rate can be established without regard to the individual receiving the service or item, but for which a CRS rate has not yet been set at the time an individual's program planning team determines that the service is required, HHSC will establish an interim CRS rate.

## **9. INVOICE PROCESS**

Reference the CRS Standards for Providers manual, [Chapter 6](#) General Billing Guidelines, Subsection 6.4 Invoices.

The Contractor shall submit an invoice each month as referenced in the CRS Standards manual with the total amount for payment in accordance with the adopted rates and the requirements listed herein.

### **9.1. INVOICE DUE DATE**

Invoices are due by the 15<sup>th</sup> of each month for all services provided in the previous month.

Failure to submit invoices on time may be considered a Contract compliance issue and be used in evaluating renewal or termination of the Contract.

### **9.2. SUPPORTING DOCUMENTATION FOR SERVICES AND FINANCIAL INFORMATION**

Each monthly invoice must include the supporting detailed program services records, containing the established reporting information, which must be uploaded into the CRS Data Reporting System by the 15<sup>th</sup> of the following month. The CRS Data Reporting System is a repository data based that each contractor will be provided access to enter in the data or upload a csv file each month. PARS provider are also required to complete Cyber Training as outlined in the CRS Standards for Providers.

If there is a third-party benefit, the Contractor must provide all applicable communication and status of pending claims by the Program.

### **9.3. INVOICE REQUIREMENTS**

- Each invoice must contain, at a minimum, the information provided in the CRS Standards manual, [Subsection 6.4](#)
- Each monthly invoice submitted must be in accordance with [34 TAC Part 1, Chapter 20, Subchapter F, Division 1, § 20.487](#)