

HHSC Contract No. #####  
**TEXAS HEALTH AND HUMAN SERVICES CONTRACT**  
**UNDER THE**  
**CRS POST-ACUTE REHABILITATION SERVICES**

**I. PURPOSE**

The Health and Human Services Commission (“**HHSC**”), an administrative agency within the executive department of the State of Texas, and **Contractor’s Full Legal Name** (“**Contractor**” or “**Provider**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for Post-Acute Rehabilitation Services (**PARS**) (the “**Contract**”).

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of Title 40, Part 2, Chapter 107, Subchapter D, Texas Administrative Code and Chapter 531, Texas Government Code.

**III. STATEMENT OF SERVICES TO BE PROVIDED**

Contractor shall perform or cause to be performed rehabilitation services in accordance with the Statement of Work included as Section 8 of the Open Enrollment, attached hereto and incorporated herein as **Attachment A**.

**IV. DURATION**

The term of Contract will be effective on the date last signed by both the Provider and HHSC and will expire five years after the date of execution, unless terminated earlier pursuant to the terms and conditions of the Contract.

**V. PAYMENT FOR SERVICES PROVIDED**

Payment terms for services performed are in accordance with the Open Enrollment No. HHS0007728 **Section 8, Statement of Work**, in accordance with the current adopted rates for PARS Residential; Non-Residential Rates; and Outpatient Therapy Rates incorporated into , **Statement of Work**, attached hereto.

HHSC makes no guarantee or promise regarding the level or amount of services that may be requested or authorized under this Contract. Nothing in this Contract expresses or guarantees that HHSC will issue any Service Authorization to the Contractor on an as-needed basis and HHSC makes no guarantee of the minimum volume of usage under the Contract.

**VI. CONTRACT REPRESENTATIVES**

The following will act as the designated Representative authorized to administer activities, including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this Contract.

The designated Contract Representatives are:

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**Exhibit H - SAMPLE Contract Signature Document**

<b>Contractor Representative</b>	<b>HHSC Representative</b>
Full Name of Representative	Brettany Boozer, CTCM
Address	701 West 51 <sup>st</sup> Street, MC 3084
City, State, Zip	Austin TX 78751
Phone number	(512) 438-3014
Email address	CRS_Contracts@hhsc.state.tx.us

Either Party may change its designated Representative by providing written notice to the other Party.

## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the HHSC either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

<b>Contractor Representative</b>	<b>HHSC</b>
Contractor's Legal Name	Health and Human Services Commission
Attn: Full Name	Attn: Office of Chief Counsel
Address	4900 N. Lamar Boulevard, MC 1100
City, State, Zip	Austin TX 78751

Legal notice given by Contractor shall be deemed effective when received by HHSC. Either Party may change its address by written notice to the other Party.

## **VIII. PRIVACY, SECURITY, AND BREACH NOTIFICATION FOR HHSC CONFIDENTIAL INFORMATION**

**8.1 "HHSC Confidential Information"** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the Contractor electronically or through any other means that consists of or includes any or all of the following:

- (a) Protected Health Information in any form including, without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (b) Sensitive Personal Information defined by *Texas Business and Commerce Code* Chapter 521;
- (c) Federal Tax Information;
- (d) Personally Identifiable Information;
- (e) Social Security Administration Data, including, without limitation, Medicaid information;
- (f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the *Texas Health and Safety Code* and the Texas Public Information Act, *Texas Government Code* Chapter 552.

Any HHSC Confidential Information received by the Contractor under this Contract may be disclosed only in accordance with applicable law.

By signing this Contract, the Contractor certifies that the Contractor is, and intends to remain for the term of this Contract, in compliance with all applicable state and federal

laws and regulations with respect to privacy, security, and Breach notification, including without limitation the following:

- (a) The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), 42 U.S.C. Chapter 7, Subchapter XI, Part C;
- (b) 42 CFR Part 2 and 45 CFR Parts 160 and 164;
- (c) The relevant portions of The Social Security Act, 42 U.S.C. Chapter 7;
- (d) The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
- (e) Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
- (f) OMB Memorandum 07-16;
- (g) Texas Business and Commerce Code Chapter 521;
- (h) Texas Health and Safety Code §§ 81.006 and 85.115, and Chapters 181, 595, and 611;
- (i) Texas Human Resources Code § 12.003;
- (j) Texas Government Code Chapter 552, as applicable;
- (k) Title 3 of the Texas Occupations Code, as applicable;
- (l) Constitutional and common law privacy laws and regulations; and
- (m) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Contract.

The Contractor further certifies that the Contractor shall comply with all amendments, regulations, and guidance relating to these laws, to the extent applicable.

Contractor shall ensure that any subcontractor of the Contractor who has access to HHSC Confidential Information will sign a HIPAA-compliant Business Associate Agreement with Contractor, and Contractor shall submit a copy of that Business Associate Agreement to HHSC upon request.

## **8.2 Incident Notice, Reporting and Mitigation for Confidential Information**

The Contractor’s obligation to report to HHSC Privacy Office any unauthorized disclosure of Confidential Information or any privacy or security incident that may compromise Confidential Information (collectively “**Incident**”) begins at discovery of the Incident and continues until all effects of the Incident are resolved to the HHSC Privacy Office’s satisfaction, hereafter referred to as the “Incident Response Period.”

## **8.3 Privacy Breach Incident Reporting Requirements**

A. The Contractor must assure they can comply with these Incident Notice requirements and that its subcontractors take the necessary steps to assure that they can also comply with all of the following Incident notice requirements.

B. Privacy Breach Incident Notification:

The privacy breach incident must be submitted to the HHSC Privacy Office as soon as possible and no later than 48 consecutive clock hours after discovery of an event or breach of confidential information or a time within which discovery reasonably should have been made.

Information for Reporting Privacy Breach Incidents may be accessed on the HHSC Website at: <https://hhs.texas.gov/about-hhs/communications-events/news/2018/01/reporting-privacy-breach-incidents>

HHSC Form 0402, Potential Privacy/Security Incident must be completed in its entirety and submitted by e-mail at: [privacy@hhsc.state.tx.us](mailto:privacy@hhsc.state.tx.us)

The Form 0402 must be submitted as soon as possible and no later than 48 consecutive clock hours after discovery of an event or breach of confidential information or a time within which discovery reasonable should have been made. Updates regarding the investigation and mitigation of the breach must be sent to the HHSC Privacy Office until the matter is resolved and closed.

The Form 0402 may be accessed at:  
<https://hhs.texas.gov/laws-regulations/forms/0-999/form-0402-potential-privacysecurity-incident>

#### **8.4 Contractor Investigation, Response and Mitigation**

The Contractor must fully investigate and mitigate, to the extent practicable and as soon as possible or as indicated below, any Incident. Updates regarding the investigation and mitigation of the breach must be sent to the HHSC Privacy Office until the matter is resolved and closed.

At a minimum, the Contractor will:

1. Immediately commence a full and complete investigation;
2. Cooperate fully with HHSC in its response to the Incident;
3. Complete or participate in an initial risk assessment;
4. Provide a final risk assessment;
5. Submit proposed corrective actions to HHSC for review and approval;
6. Commit necessary and appropriate staff and resources to expeditiously respond;
7. Report to HHSC as required by HHSC and all applicable federal and state laws for Incident response purposes and for purposes of HHSC's compliance with report and notification requirements, to the satisfaction of HHSC;
8. Fully cooperate with HHSC to respond to inquiries and/or proceedings by federal and state authorities about the Incident;
9. Fully cooperate with HHSC's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such Incidents;
10. Recover, or assure destruction of, any Confidential Information impermissibly disclosed during or as a result of the Incident; and
11. Provide HHSC with a final report on the Incident explaining the Incident's resolution.

#### **8.5 Breach Notification to Individuals, Media, Secretary, and Reporting to Authorities**

- A. In addition to the notices required in **Section 8.3**, the Contractor must provide Breach

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notification, in accordance with [Title 45, Subtitle A, Subchapter C, §§164.400-414, Subpart D, Code of Federal Regulations \(CFR\)](#) , or as specified by HHSC following an Incident.

- B. The Contractor must assure that the time, manner and content of any Breach notification required by this Section meets all federal, state, and local regulatory requirements. Breach notice letters must be in the Contractor's name and on the Contractor's letterhead and must contain contact information to obtain additional information, including the name and title of the Contractor's representative, an email address and a toll-free telephone number.
- C. The Contractor must provide the HHSC Privacy Office with copies of all distributed communications related to the Breach notification at the same time the Contractor distributes the communications.

The Contractor must demonstrate to the satisfaction of HHSC Privacy Office that any Breach notification required by applicable law was timely made. If there are delays outside of the Contractor's control, the Contractor must provide written documentation to the HHSC Privacy Office of the reasons for the delay.

**IX. SIGNATURE AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

**SIGNATURES FOR HHSC CONTRACT NO. ###**

**Health and Human Services Commission**

**Contractor Company Name**

**Signature By:**  
**Joe Perez**  
**Associate Commissioner for Health,**  
**Development, & Independence Services**

**Signature By:**  
**Name**  
**Title**

**Date of Execution**

**Date of Execution**

**The following documents are hereby attached and incorporated by reference into the Contract:**

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. \*\*\* ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:**

- Attachment A - Statement of Work
- Attachment B - HHSC Uniform Terms and Conditions - Vendor (Version 3.0)
- Attachment C - HHSC Supplemental Conditions to UTCs
- Attachment D - Contract Affirmations (Version 1.6)
- Attachment E – Contractor's Application documentation

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Attachment F - HHSC Open Enrollment No. HHS0007728 including Addenda, if applicable

SAMPLE