

## **EXHIBIT D**

### **CONTRACT REQUIREMENTS**

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#### **OVERVIEW**

The Special Services to Persons with Disabilities (SSPD) Contract award provides financial assistance that enables an organization to operate a program of services that benefits the Consumers of the Health and Human Services Commission (HHSC), specifically to assist Consumers with disabilities achieve habilitative or rehabilitative goals according to individualized service plans developed by the Grantee.

These Contract Requirements ensure:

- A. SSPD Grantees maintain full compliance with applicable federal, state, and HHSC purchasing requirements throughout the procurement process;
- B. Grantees receive accurate information about their obligations which include:
  - 1. All applicable standards of conduct; and
  - 2. SSPD Grantee performance expectations;
- C. SSPD Consumers receive quality services; and
- D. Grant funds are spent wisely, so each purchase paid for with public funds represents full value to the taxpayer.

#### **1. MANAGEMENT REQUIREMENTS**

The Grantee for this award is an organization, not an individual. When accepting a Contract, the Grantee, and any sub-recipient, agree to administer the project in accordance with Contract terms.

The Grantee shall:

- A. Develop individual service plans for each Consumer based on need;
- B. Provide services to eligible Consumers;
- C. Develop and comply with a Plan of Operation;
- D. Provide ongoing development to Grantee personnel;
- E. Develop, maintain, and comply with an Emergency Plan;
- F. Develop and comply with a comprehensive Transition Plan;
- G. Maintain Consumer case files, as outlined in Section 8, Consumer Case Files and Grantee Records;
- H. Resolve any SSPD related complaints against the Grantee;
- I. Invoice monthly in accordance with Uniform Grant Guidance;
- J. Comply with 40 TAC Chapter 58;
- K. Comply with 45 CFR Part 75;

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- L. Comply with Uniform Grant Guidance requirements;
- M. Maintain any necessary and appropriate operator licenses;
- N. Meet all communication requirements between the Grantee and Consumers, training audiences and others served by the Contract, as outlined in Section 8, Consumer Case Files and Grantee Records; and
- O. Comply with HHSC requirements for confidentiality, including the process for releasing Consumer or agency records or information to third parties, as indicated in **Exhibit B, HHSC Uniform Terms and Conditions - Grant.**

### **2. FORMAL COMMUNICATION**

The Grantee must establish formal communication with HHSC for receipt and response to requests for information, work products, Deliverables, updates, and other required correspondence related to the performance of Contract requirements. HHSC will issue State Action Requests (SAR) to the Grantee following established procedures and timelines. The Grantee must issue Vendor Action Requests (VAR) to HHSC following established procedures and timelines, inclusive of the submission of Contract Deliverables and KPRs. The Grantee's response should describe how the Grantee must establish and manage formal communication with HHSC.

In addition to the requirements stated above, the Grantee must:

- a. Submit complete and accurate responses to any SAR or VAR responses memos no later than ten (10) Calendar Days after the Grantee's receipt of the request unless a specific date is specified in the request.
- b. Submit a written request for an extension of a SAR or VAR response deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) Business Days after the Grantee receives the SAR or VAR response.
- c. The Grantee must provide ad hoc reports and respond to legislative inquiries and other high priority requests no later than thirty-six (36) hours from the time of the request or by the date specified by HHSC for data or reports that already exist and are produced.

### **3. CONTRACT MONITORING REQUIREMENTS AND QUESTIONNAIRE**

The Grantee must comply with all applicable cost principles, audit and Contract monitoring, and administrative requirements in accordance with the Contract, contract management guidelines, and state and federal regulations. To ensure compliance with these requirements, HHSC utilizes a risk-based Contract monitoring process. The Contract Monitoring Questionnaire (CMQ) is part of the risk-based Contract monitoring process and provides HHSC with detailed and ongoing information regarding the Grantee's internal and financial controls and other general contracting processes. The Grantee must submit an initial CMQ no later than thirty (30) Calendar Days after Contract execution and annually thereafter no later than sixty (60) Calendar Days prior to the end of each State Fiscal Year.

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#### **4. INDIVIDUAL SERVICE PLAN**

The individual service plan contains the services, tasks, and frequency of services a particular Consumer will receive from the Grantee. A list of SSPD services can be found in Section 2.5, Eligible Activities, of the RFA. **Exhibit O, Procurement Library**, contains Lists of Services Currently Provided to SSPD Consumers by HHSC Region.

Grantee shall develop and maintain an individual service plan for each Consumer based on their individual needs.

The individual service plan shall include a goal and obtainable objectives assigned to reach the goal, the projected date of completion, and an indication of whether the goal was completed by the projected date for the following categories, if applicable:

- A. Health;
- B. Wellness;
- C. Money Management;
- D. Housing;
- E. Transportation;
- F. Application and Renewal of Public Benefits;
- G. Social;
- H. Recreational Activities;
- I. Employment;
- J. Education; or
- K. Other goal areas identified by the Consumer.

Each individual service plan shall be signed by the Consumer and caseworker, indicating the caseworker identified goals and the Consumer agrees to actively participate in accomplishing the goals outlined in the individual service plan.

Changes to the individual service plan may be needed as the Consumer's needs change. The Grantee is responsible for amending the individual service plan, as needed, no later than fourteen (14) Business Days after discovering the change to the Consumer's needs. The Grantee must provide a list of Consumer service plan changes by the 10th of the month following the end of the quarter. The quarters for reporting are listed below:

1. September – November due by December 10;
2. December – February due by March 10;
3. March – May due by June 10; and
4. June – August due by September 10.

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This list shall include the name of the Consumer served, the date the Grantee became aware of the change in the Consumer's circumstances, and the date of the completed service plan changes.

### **5. SERVICE DELIVERY REQUIREMENTS**

The Grantee delivers services identified in the Consumer's individual service plan and the Grantee's plan of operation. Services may be delivered in a licensed adult daycare facility or other setting approved by HHSC. Grantee shall begin providing services no later than 14 Calendar Days after the beginning date on the Authorization for Community Care Services form. The Grantee shall provide a list of Consumer plan changes which will include the name of the Consumer served, the date the Grantee became aware of the change in the Consumer's circumstances, and the date of the completed service plan changes.

### **6. TERMINATION OF SERVICES**

A. Grantee shall terminate services before the end of the service authorization period if the Consumer:

1. Is admitted to a hospital or other institution;
2. Requests service termination; or
3. Dies.

B. The Grantee may terminate services before the end of the service authorization period if the Consumer:

1. Is repeatedly abusive to Grantee personnel; or
2. Threatens the physical safety of him/herself, the Grantee personnel, or others.

The Grantee shall notify HHSC in writing via the official communication process of any terminations no later than one (1) Business Day after the termination. This notification shall include an explanation for the termination, the date of termination, and the steps taken by the Grantee to resolve the circumstances leading to service termination.

### **7. CONSUMER CASE FILES AND GRANTEE RECORDS**

A. The Grantee shall maintain a case file for each Consumer served. The case file shall include the following, at a minimum:

1. HHSC Form 2101, Authorization for Community Care Services;
2. Individual service plan (located in **Exhibit O, Procurement Library**);
3. Form 2060, Needs Assessment Questionnaire and Task / Hour Guide (located in **Exhibit O, Procurement Library**);
4. Form 2060-B, Needs Assessment Addendum (located in **Exhibit O, Procurement Library**);

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5. Form 2067, Case Information (located in Exhibit O, Procurement Library);
6. Form 2307, Rights and Responsibilities (located in Exhibit O, Procurement Library);
7. Form 2314, Satisfaction and Service Monitoring (located in Exhibit O, Procurement Library);
8. Medical Needs Questionnaire;
9. Emergency incidents;
10. Complaints and complaint resolutions;
11. Documentation of communications with HHSC; and
12. Documentation of all communication between the Grantee and the Consumer.

B. The Grantee must also maintain programmatic, financial, and supporting records that meet the following requirements:

1. Sufficient to support Contract performance;
2. Adequate to document compliance with applicable standards;
3. Sufficient to document services provided per Consumer;
4. Easily retrievable; and
5. Available to HHSC upon request.

C. The Grantee shall provide case files to HHSC no later than ten (10) Business Days from the request date.

#### **8. EMERGENCY PLAN**

Grantee shall develop, maintain, and, when an emergency arises, implement an Emergency Plan. An emergency is described as an unforeseen circumstance or combination of circumstances involving a Consumer that requires immediate action on the part of the Grantee or results in a Consumer's urgent need for assistance or relief (e.g., medical emergencies, behavioral emergencies, medication emergencies etc.)

No later than thirty (30) Business Days after execution of the Contract, Grantee must submit to HHSC for approval a final emergency plan. Grantee shall make and submit to HHSC for approval no later than thirty (30) Business Days before a change becomes effective, ongoing plan updates and changes. Grantee shall make and implement any change HHSC requires for approval no later than thirty (30) Business Days after HHSC notifies the Grantee of the required change. Grantee shall notify HHSC of any emergency via the formal communication process outlined in Section 2 of this document no later than one (1) Business Day after the emergency occurs.

The Grantee shall train Grantee personnel in emergency procedures prior to the Grantee personnel member providing SSPD services.

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If an emergency incident occurs with a Consumer, the Grantee shall maintain the following documentation in the Consumer's case file:

- A. Date and type of emergency incident;
- B. Description of the emergency incident;
- C. The outcome or resolution of the emergency incident;
- D. Names of any people Grantee notified of the emergency incident and name of Grantee personnel providing the notice; date of notification; and relationship to the Consumer of any person notified;
- E. Date Grantee notified HHSC and name of Grantee personnel providing the notice; and
- F. Method of notice.

Grantee shall maintain a log with the documentation required under this section in the file of the Consumer experiencing the emergency incident for three (3) years or as designated under Contract Record Retention requirements, whichever is later. The emergency incident log shall be made available to HHSC no later than one (1) Business Day after the emergency incident.

#### **9. COMPLAINT RESOLUTION PLAN**

Grantee shall resolve any complaint received against the Grantee no later than ten (10) Calendar Days from receipt of the complaint with the resolution or planned resolution, if the complaint is unresolved, as part of sound management practices. Complaints may be referred to the Grantee by the SSPD Program. If a Contract is offered, the Grantee shall submit a final Complaint Resolution Plan to HHSC no later than thirty (30) Business Days after execution of the Contract. Ongoing plan updates and changes shall be submitted to HHSC for approval no later than (30) Business Days before a change becomes effective.

- A. The Grantee shall maintain the following documentation for each complaint received:
  - 1. Date of complaint;
  - 2. Name of the complainant;
  - 3. Name of the Consumer, if different than the complainant;
  - 4. Contact information for the complainant and/or Consumer receiving services;
  - 5. Details about the complaint;
  - 6. Complaint resolution;
  - 7. Name of Grantee personnel involved in resolution; and
  - 8. Date resolution was completed.

Grantee has full responsibility for resolving complaints. Grantee shall have written complaint procedures as required by *Tex. Admin. Code*, Title 40, Part 1, Chapter 49, Contracting for Community Services. A copy of the complaint procedures shall be provided to each Consumer.

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- B. The complaint procedures shall address at a minimum:
1. The process, including the Grantee personnel positions responsible for complaint resolution;
  2. Date stamping of all written complaints;
  3. Time frames from receipt of the complaint to notify the Consumer of the findings and actions to be taken as appropriate;
  4. Documentation of verbal complaints;
  5. Complaints received with resolution documented in an on-site complaint log, maintained in the agency's records with a copy in the Consumer's folder;
  6. Complaint procedures shall emphasize the confidentiality, the dignity, and the rights of both Consumers and the Grantee personnel; and
  7. A copy of the complaint report shall be forwarded to HHSC no later than three (3) Business Days from the date of request by HHSC.

#### **10. INVOICING**

Grantee shall invoice HHSC based on non-reimbursed and allowable expenses under Grantee's approved budget that Grantee has incurred at the time of the request. Grantee shall submit requests to HHSC for reimbursement or payment monthly by the timeframe listed below:

- A. Grantee shall submit an invoice in the format prescribed by HHSC with required supporting documentation no later than ten (10) Calendar Days after the last day of each month in which services were provided.

Grantee must submit its invoices for reimbursement or payment to HHSC via email to [SSPD\\_SAR\\_VAR@hhsc.state.tx.us](mailto:SSPD_SAR_VAR@hhsc.state.tx.us) within the time frames established under the preceding paragraph of this Attachment. Grantee must maintain and submit with each invoice documentation supporting the provision of service and substantiating the costs incurred and the invoice submitted for payment. Grantee must use the following naming convention for the subject line of the email: "Grantee's Legal Entity Name. Invoice #. Month Year." For example, an invoice submitted to HHSC by ABC, Inc., for the month of September 2019 would provide: "ABC, Inc. Invoice #1. September 2019."

Invoices shall be submitted directly to HHSC and shall comply with the standards set forth in Tex. Admin. Code, Title 34, Part 1, Chapter 20, Subchapter F, Division 1, Rule § 20.487, and accordingly, shall contain, at a minimum:

- a. the Grantee's mailing and e-mail (if applicable) address;
- b. the Grantee's telephone number;
- c. the name and telephone number of a person designated by the Grantee to answer questions regarding the invoice;
- d. the state agency's name (HHSC), agency number, and delivery address;

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- e. the state agency's purchase order number, if applicable;
- f. the Contract number or other reference number, if applicable;
- g. a valid Texas identification number (TIN) issued by the Texas Comptroller of Public Accounts;
- h. a description of the goods or services, in sufficient detail to identify the order which relates to the invoice;
- i. unit numbers corresponding to the amount of the invoice;
- j. if submitting an invoice after receiving an assignment of a Contract, the TIN of the original Contractor and the TIN of the successor vendor; and
- k. other relevant information supporting and explaining the payment requested.

Upon HHSC request, the Grantee will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry, or audit by HHSC or any other responsible authority.

#### **11. DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN**

The Grantee must have a written disaster recovery and business continuity plan. The plan must comprehensively describe the approach to a disaster that could affect the need for SSPD under this Contract or its ability to provide associated Contract requirements. The written plan must be based on a risk assessment that identifies the disasters from natural and human causes that are likely to occur in the agency's service area and must include a continuity of operations business plan that addresses direction and control; warning and communication; emergency financial needs and resource management; Consumer and Grantee personnel, safety; continuity in the performance of, or arrangements for, essential service functions and the essential service needs of Consumer services; critical personnel; and how to return to operations as quickly as possible. The plan must provide for uninterrupted service delivery to the Consumers.

The approved plan must be in place prior to the effective date of the Contract. The Grantee must update and resubmit to HHSC for approval, implement, and maintain its written Disaster Recovery and Business Continuity Plan no later than fifty (50) Calendar Days after Contract execution or by the date specified by HHSC and annually thereafter no later than thirty (30) Calendar Days prior to the end of each State Fiscal Year.

The plan must include the following:

- a. An overall approach for re-establishing operations and service delivery, or implementing alternative arrangements for continuity of service to Consumers, no later than twenty-four (24) hours after the onset of a disaster that affects operations;
- b. A description of potential issues that may realistically occur, such as natural disasters or a cyber-attack that debilitates operations, with an outline of actions to address and resolve anticipated and unanticipated problems;

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- c. A description of the planning for a disaster recovery site location and alternative arrangements and procedures for necessary decision making. A disaster recovery site location must be located in the continental United States. Indicate the location of the disaster recovery site and the proximity to the central site;
- d. A description of backup and recovery procedures for Consumers and records, specifying timeframes for restoring full and partial services;
- e. A contingency plan addressing interruption to the established training plan and outlining communication processes, short and long-term resolutions, action steps, and response timeframes;
- f. A description of the documentation and tracking instruments that will allow HHSC to determine if performance measures are met during a disaster recovery phase;
- g. The process for informing HHSC contacts of the initiated disaster recovery and contingency operations; and
- h. A plan and schedule for training Grantee personnel and Consumers and conducting drills to test the disaster recovery plan and procedures at least annually, and more frequently, if required by HHSC. After each drill, the Grantee must revise its plan to address any gaps or deficiencies in the plan identified as a result of the drill.

#### **12. TRANSITION PLAN**

The Grantee shall develop and maintain a comprehensive transition plan which explains how the Grantee shall ensure service gaps do not exist for current SSPD Consumers. The Grantee shall coordinate and facilitate all transition activities with the outgoing Contract holder. The Grantee must work with HHSC to schedule and complete all activities required to maintain service continuity notwithstanding the transition.

The Transition Plan must include the following:

- a. Identification, management, and mitigation of risks related to assuming the Grantee responsibilities under the Contract and from the outgoing Contract holder;
- b. Comprehensive and detailed step-by-step actions for a successful transition of current operations from the outgoing contract holder to the Grantee, including the respective roles and responsibilities of each in the transition;
- c. The Grantee's plan of action to ensure uninterrupted service to current Consumers;
- d. Activities the Grantee shall conduct between the effective date of the Contract and the Grantee's operational start date to ensure the continuation of current services to current SSPD Consumers;
- e. Grantee's roles and responsibilities; and
- f. Detailed schedule of continued business operations for all transition functions and requirements.

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If a Contract is offered, a Transition Plan shall be submitted to HHSC no later than thirty (30) Business Days after Contract execution.

#### **13. PLAN OF OPERATION**

The Grantee shall maintain and implement a plan of operation submitted with the application until HHSC's approval of the Grantee's final plan of operation. The Grantee must submit its final plan of operation to HHSC for approval no later than thirty (30) Business Days after execution of the Contract and implement the final plan, once approved by HHSC. The Grantee shall make and submit to HHSC for approval, no later than thirty (30) Business Days before a change becomes effective, ongoing plan updates and changes. The Grantee shall make and implement any change HHSC requires for approval no later than thirty (30) Business Days after HHSC notifies the Grantee of the required change via the Formal Communication process delineated in Section 2 above.

The plan of operation must include the following:

1. Address how the Grantee will ensure that all operational contractual services (Individual Service Plan (#5), Termination of Services (#7), Service Delivery Requirements (#6), Consumer Case Files and Grantee Records (#8), Plan of Operation (#14), Key Personnel and Organizational Requirements (#15) and Staff Development (#16) will be maintained;
2. Address of where services will be provided;
3. Hours of operation and the setting in which the services are provided;
4. Job titles and contact information for administrative Grantee personnel and their responsibilities related to fulfilling Contract obligations;
5. Number and job classifications of Grantee personnel delivering services;
6. Qualifications and competencies of each Grantee personnel member paid from this grant;
7. Statement of how the Grantee will ensure it personnel receive initial and ongoing training (as outlined in Section 15, Staff Development);
8. A plan for monthly activities (including how monthly activities will be made available, advertised, materials needed, assurance of how all Consumers interested will be able to participate, etc.); and
9. Comprehensive description and delivery method for services provided to eligible Consumers. The Grantee shall offer the services currently being offered to Consumers in Regions 3, 4, or 7. However, additional services may be included.

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#### **14. KEY PERSONNEL AND ORGANIZATIONAL REQUIREMENTS**

The Grantee must maintain adequate staffing, with the capacity to adjust its levels of qualified staff to meet the requirements of the Contract, applicable state and federal requirements, and changing HHSC and Consumer needs.

To establish strong Grantee accountability controls, the Grantee must propose and provide ongoing reporting of organizational structure and identification of key personnel, including resumes and references for HHSC approval.

**In its proposal, the Grantee must propose an organizational structure for successful fulfillment of Contract and performance requirements.** The Grantee must identify the key personnel and propose an allocated percentage of their time that will be dedicated to this Contract or up to one hundred percent (100%) (i.e., not permitted to manage, oversee, or participate in other projects, contracts, etc.). The Grantee must report any restructuring of the organization, or any organizational changes specified in this section.

Without limitation, the Grantee must:

- A. Maintain a core staff with experience in systems, operations, policy, and procedures, and in the functional areas in which they work that is sufficient for successful fulfillment of Contract and performance requirements;
- B. Allocate key personnel and their percentage of time to this Contract approved by HHSC;
- C. Submit notification to HHSC in writing no later than ten (10) Calendar Days after a key personnel vacancy occurs for any reason or prior to making any changes in key personnel, other than changes due to resignation, death, or military recall. Notification must include a plan to recruit key personnel;
- D. Submit an initial organizational chart no later than thirty (30) Calendar Days after Contract execution or by any other date specified by HHSC, including the names and positions of all personnel assigned to this Contract. The organizational chart must designate key Grantee personnel;
- E. Submit an updated organizational chart as changes in personnel occur or as requested by HHSC;
- F. Submit notification to HHSC in writing no later than ten (10) Calendar Days after any key personnel is temporarily or permanently redirected to perform functions other than the responsibilities of the current position held by those key personnel; and
- G. Ensure appropriate Grantee personnel is available to meet with HHSC and that HHSC access to Grantee personnel is not restricted.

#### **15. STAFF DEVELOPMENT**

The Grantee shall maintain and implement a written plan for developing and enhancing the performance of staff responsible for providing services. No later than thirty (30) Business Days

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after Contract execution, the Grantee shall submit to HHSC for approval its final staff development plan. The Grantee shall submit to HHSC for approval, no later than (30) Business Days before a change becomes effective, a revised staff development plan. The Grantee shall implement any change HHSC requires for HHSC approval no later than thirty (30) Business Days after HHSC notifies the Grantee of the required change via the formal communication process, outlined in Section 2 of this document.

The Grantee shall train Grantee personnel and ensure their competence to provide services to Consumers according to the individual service plans (as outlined in Section 4, Individual Service Plan). The Grantee shall determine the appropriate number of training hours required for each Grantee personnel member to meet the minimum requirements of competency.

The Grantee's written plan for Grantee personnel development shall include:

- a. The total minimum number of training hours required for each Grantee personnel member to meet minimum competency requirements;
- b. A schedule for training, including the number of hours for each training;
- c. The training curriculum, including specific topics;
- d. Training objectives;
- e. The training method;
- f. Names of the instructors; and
- g. A plan to monitor and address Grantee personnel performance.

The Grantee shall provide the following training to all Grantee personnel prior to the Grantee personnel providing services:

- a. Orientation to community resources;
- b. Grantee's policies and procedures;
- c. 29 United States Code Section 794 (relating to Nondiscrimination under Federal grants and programs);
- d. Confidentiality of records; and
- e. Techniques of working with persons with disabilities to assist them in living as independently as possible.

When applicable, the Grantee shall document the reason for any failure to provide the required training to Grantee personnel within the required timeframe.

Grantee shall also ensure direct care Grantee personnel receive two (2) hours of ongoing training every three (3) months after the first three (3) months of employment. Grantee must include in-service training related to the direct services provided by Grantee personnel in the ongoing training.

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In addition to the requirements described in this section, an SSPD Grantee shall also train Grantee personnel on the following within three (3) days of employment by or volunteering through Grantee:

1. Fire, health, and safety laws; and
2. Plan for emergency evacuation.

### **16. PERFORMANCE AND COMPLIANCE**

HHSC may take the following actions in the event of the Grantee's non-compliance with the Contract or a missed Deliverable or KPR:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions to remain in compliance with the terms of the Contract;
- c. Recouping payments made to the Grantee, or applicable subrecipient, found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Contract;
- e. Imposing any other remedies authorized under the Contract; and
- f. Imposing any other remedies, sanctions, or penalties permitted by federal or state statute, law, or rule.

### **17. NEED TO INFORM**

The Grantee shall inform HHSC Contract staff no later than ten (10) Calendar Days after any of the following conditions occurs:

1. Problems, delays, or adverse conditions which materially impair the Grantee's ability to meet the Contract objectives or timelines. This disclosure shall include a statement of:
  - a. Actions taken to address the issues creating delays,
  - b. Actions taken to meet Contract requirements, notwithstanding those issues; and
  - c. Any assistance needed to resolve the situation.
2. Legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve the Grantee or could affect Grantee's performance under the Contract;
3. Change in location or physical location for Contract-related work (*NOTE: This requirement is for Contract purposes. The Grantee must comply with all licensure requirements related to any such change*); or
4. Any changes in key Grantee personnel.

### **18. KEY PERFORMANCE REQUIREMENTS (EXHIBIT E) AND DELIVERABLES (EXHIBIT D)**

The Grantee must provide all services at or above the level established in **Exhibit F, Key Performance Requirements (KPRs)**, and must submit all Deliverables and reports in accordance with **Exhibit E, Deliverables**.

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#### **19. TURNOVER PLAN**

Turnover is defined as those activities that are required of the Grantee in order to transition Contract operations to a HHSC designated successor service provider or to HHSC. During turnover, the Grantee must ensure that HHSC and the Consumers do not experience any adverse impact from the transfer of services to another entity or to HHSC. No later than six (6) months after execution of the Contract, the Grantee must submit to HHSC for approval a final Turnover Plan, which it shall update as needed during the term of the Contract. No later than sixty (60) Calendar Days prior to the end of each State Fiscal Year, the Grantee must submit an Annual Operations Turnover Plan to HHSC for approval. No later than six (6) months prior to the end of the Contract, or as otherwise requested by HHSC, the Grantee must submit a “ready to execute” Turnover Plan to HHSC for approval. The Grantee shall complete any change to the Turnover Plan HHSC requires for approval no later than thirty (30) Business Days after HHSC notifies the Grantee of the required change via the formal communication process, outlined in Section 2 of this document.

Turnover activities must include the following:

- A. Transfer of information, including data (if applicable); data entry or case file software (if utilized); third-party software and modifications (if utilized); documentation relating to software and interfaces; functional business process flows; and operational information pertaining to the delivery of services to Consumers;
- B. Transfer, with appropriate consent, of all written (including electronic format) documentation, including policies and procedures, case files, emergency, and complaint documentation, and pending or in-progress eligibility determinations;
- C. Except as prohibited by law, transfer of all training schedules and materials in electronic format, including but not limited to: development methodology, curriculum materials, training class statistics, outcomes and documentation, materials in development and supporting documentation, best practice materials, all other training and curriculum development documentation and data related to the required training of Grantee personnel;
- D. Comprehensive and complete knowledge transfer to HHSC or a HHSC designated successor service provider of all practices and procedures utilized in performing all Contract requirements;
- E. The implementation of a quality assurance process to monitor turnover activities; and
- F. Training HHSC and any HHSC designated successor service provider in the operation of business processes and any supporting processes related to the Contract.

The Turnover Plan must describe the turnover activities the Grantee will conduct through the end of the Contract and for the subsequent six (6) months after the end of the Contract. The Grantee is required to cooperate with HHSC and any HHSC designated successor service provider to make available information and experience the Grantee acquired during the Contract term to the extent necessary to assist in a successful transition to HHSC or any HHSC designated successor service provider.

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At a minimum, the Turnover Plan must include the following:

1. The Grantee's plan for the turnover;
2. Defined tasks and subtasks for the turnover, including staffing and resource requirements;
3. Turnover schedule;
4. Current documentation of outstanding issues;
5. Statement of resource requirements that must be met by HHSC or a HHSC designated successor service provider to take over the Contract requirements, including organization charts and resource requirements necessary to take over Contract requirements;
6. Knowledge transfer to HHSC or a HHSC designated successor service provider; and
7. Any other information required for an orderly transfer of services.

Upon notification by HHSC that turnover activities are required, the Grantee must complete 100% of all turnover activities and obtain HHSC approval that all turnover activities have been completed prior to the Grantee's invoice submission for final payment.