

## Exhibit J, Statement of Work

### 1. **Program Purpose**

The purpose of this Program is to provide outpatient Epilepsy services through the HHSC Program to Texas Residents with Epilepsy or seizure disorders in each of the 11 HHSC Regions. The Program provides access to comprehensive outpatient care for individuals residing in Texas with Epilepsy or seizure-like symptoms whose incomes do not exceed 200% of the Federal Poverty Level (FPL) and who are unable to access similar care through other funding sources or Programs.

### 2. **Grantee Responsibilities**

*To participate as a provider under this contract, the Grantee must:*

- 2.1 Ensure compliance with this Contract, including these Grantee requirements;
- 2.2 Ensure compliance with all applicable federal and state laws, rules, regulations, standards, guidelines, and policies governing the program in effect on the beginning date of this Contract unless amended, including, but not limited to, *Texas Health and Safety Code* Chapter 40 and *Texas Administrative Code (TAC)* Title 26, Part 1, Chapter 355;
- 2.3 Note: The foregoing rules in *TAC* Title 26 as they relate to the Program may be further modified, revised, and moved within their existing titles or into *TAC* Title 26 during the term of the Contract. In the event of such modifications or moves, Grantee shall be required to comply with said rules;
- 2.4 Ensure compliance with the following documents, which are incorporated by reference and made a part of this Contract:
  - 2.4.1 Program Policy Manual that is available online and can currently be accessed at: <https://www.hhs.texas.gov/handbooks/epilepsy-program-policy-manual>, as it may be modified or revised;
  - 2.4.2 Department of State Health Services Standards for Public Health Clinic Services, as amended; and
  - 2.4.3 HHSC Quality Management Review Policy and Procedures, as amended;
- 2.5 Ensure compliance with the HHSC Grant Technical Assistance Guide, currently available online at: <https://hhs.texas.gov/doing-business-hhs/grants>. HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the Grant Technical Assistance Guide, including any revisions to the standards during the Contract term;

Screen all individuals considered for the Program to determine eligibility using HHSC's approved screening process in accordance with the Program Policy Manual, as amended. Grantee may not alter HHSC eligibility forms or use another eligibility form unless it is submitted to and approved by HHSC. See **RFA Section 2.3 Eligible Population**.

- 2.6 Make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the patient before submitting Program claims for allowable costs.
- 2.7 Maintain data and management information systems that are compatible with accurate reporting of contract performance.
- 2.8 Implement policies and procedures for charging, billing, and collecting fees for individual client services provided. These policies and procedures shall be reviewed by Grantee's policy board or advisory committee.
- 2.9 Comply with the following guidelines regarding co-pays, as applicable. Grantee may assess a co-pay from clients who receive services under this Contract, in accordance with the Program Policy Manual, as amended. Grantee may not deny a service due to inability to pay. The Grantee shall waive the fee if a client self-declares an inability to pay. No client shall be denied services based on an inability to pay.
- 2.10 Report client co-pays as program income on the monthly program-designated Monthly Reporting Packet (MRP) and the quarterly Form 269a. This section shall not be construed to apply to funds raised by Grantee from fund-raising activities or donations. Fund raising includes membership drives or special events used to raise program funds. Donations include monies donated to the program by individuals and private groups, such as churches or other organizations.
- 2.11 Use Program income generated under this Contract to further the program objectives of the State/Federal statute under which the Statement of Work for the Contract was made. The receipt and expenditure of all program income shall also be reported monthly on the program-designated MRP.
- 2.12 Allow HHSC to conduct on-site quality assurance reviews as deemed necessary by HHSC. Unsatisfactory review findings may result in implementation of contract actions up to and including termination of the Contract.
- 2.13 Notify Program staff of any clinic site information changes, e.g., changes in contact person, hours of operation, address, National Provider Identification ("NPI") number, Texas Provider Identification ("TPI") number, and the closure, relocation, and/or opening of clinic site(s).
- 2.14 Initiate the purchase of all equipment approved in writing by HHSC by the last business day of May in each Contract period.

### **3. Epilepsy Services**

*To meet the mission and objectives of grant funds awarded under this Contract, Grantee must meet the following requirements:*

- 3.1 Grantee must provide Program services to eligible Clients in HHSC's approved service area(s) in accordance with applicable laws, rules, policies, and Program Policy Manual. Epilepsy services may include but are not limited to: screening and eligibility determination, comprehensive outpatient services to prevent, detect and treat epilepsy-related health problems, Epilepsy case management, and appropriate referrals, as necessary.
- 3.2 Grantee must maximize available resources to implement and maintain Program requirements in accordance with Program Policy Manual.
- 3.3 Grantee must ensure that Clients are provided services in a timely and nondiscriminatory manner. Grantee must conduct Program activities in accordance with federal and state laws prohibiting discrimination.

Grantee must screen all applicants to determine Program eligibility prior to enrolling the applicant. Grantee must ensure the eligibility process is complete and includes all required documentation. Grantee must work to ensure that individuals seeking HHSC covered services use other programs or benefits first.

- 3.3.1 The Program benefits are limited to services received in Texas.
- 3.3.2 Depending on the recipient's eligibility status, services will be provided based upon:
  - a. available funds;
  - b. any contract between the department and the recipient's service provider; and
  - c. any third-party liability.
- 3.3.3 Grantee's that provide clinical services must develop and maintain written clinical protocols, standing delegation orders ("SDOs"), and Prescriptive Authority Agreements ("PAAs"), if indicated, in compliance with statutes and rules governing medical and nursing practice.
- 3.3.4 Grantee must develop and implement an annual plan to provide community education to inform the public of its purpose and services, to disseminate knowledge of epilepsy, to enlist community support, and to educate potential clients.
- 3.4 Grantee must have a quality management program developed and implemented that provides for ongoing evaluation of services. Grantee should have a comprehensive plan for the internal review, measurement and evaluation of services, the analysis of monitoring data, and the development of strategies for improvement and sustainability.

3.4.1 Grantee's quality management program must undertake the following activities:

- a. On-going eligibility, billing, and clinical record reviews to assure compliance with program requirement and clinical standards of care;
- b. Tracking and reporting of adverse outcomes;
- c. Client satisfaction surveys;
- d. Annual review of facilities to maintain a safe environment, including an emergency safety plan;
- e. Annual review of policies, clinical protocols and SDOs to ensure they are current; and
- f. Performance evaluations to include primary license verification, DEA, and immunization status to ensure they are current

3.5 Grantee must demonstrate the effectiveness of clinical services provided by conducting pre- and post-assessments with Clients and ensuring satisfaction questionnaires are completed by Clients who received services as part of the Program.

3.6 The Program is the payor of last resort. Benefits are payable only after all third parties or government entities (e.g., private/group insurance or the Veterans Administration) have met their liability.

3.7 Grantee must coordinate activities with, but not limited to, the following types of related agencies, organizations, and health and social service agencies in the area, in order to prevent the duplication of services:

- a. Area hospital physicians;
- b. School personnel; and
- c. Local epilepsy association and support groups.

#### **4. Telehealth and Telemedicine Medical Services**

4.1 Grantee may use telehealth services ("a health service, other than a telemedicine medical service, delivered by a health professional licensed, certified, or otherwise entitled to practice in this State and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology,") and telemedicine medical services ("a health care service delivered by a physician licensed in this State, or a health professional acting under the delegation and supervision of a physician licensed in this State, and acting within the scope of the physician's or health professional's license to a patient at a different physical location than the physician or health professional using telecommunications or information technology") as defined in *Texas Government Code* §531.001(7) (using the meaning assigned by *Texas Occupations Code* §111.001,) as provided through Texas Medicaid.

4.2 Grantee must comply with all of the following:

- a. Families must give written consent that they agree to receive services via telehealth and telemedicine;
- b. Telehealth and telemedicine services must comply with all Texas Medicaid requirements for telehealth, as well as the licensure/practice act requirements for each provider; and
- c. Technology used to provide telehealth services must be compliant with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”).

**5. Eligible Population**

See **RFA Section 2.3, Eligible Population**

- 5.1 The contracted number of Clients for Epilepsy services is **<Enter Number Here>**. This represents the Grantee’s projected number of unduplicated Clients to be served during the contract period. If during the contract period it is foreseen that the Grantee might be unable to serve the contracted number of clients, HHSC may reduce the Grantee’s grant award amount in order to encumber funds under another Epilepsy services contract so that additional clients may be served, or to expend the funds on other appropriate purposes.

**6. Service Delivery Area(s)**

- 6.1 The Clients served must reside in the service area approved by HHSC. The service area for this Contract includes: **<County(ies)>**. Grantee may provide services to Clients outside of its designated service area, if Grantee requests and receives written approval from HHSC, and the Clients reside in counties not covered by another Program grantee.
- 6.2 All requests for changes in service area assignments must be approved in writing by HHSC before implementation. HHSC reserves the right to negotiate the geographic boundaries of service areas awarded.

**7. Personnel Standards and Requirements**

- 7.1 Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
- 7.2 Grantee must provide staff training and development in accordance with the requirements established in the Program Policy Manual.

Grantee must notify HHSC in writing within 30 days of changes in CEO, CFO, program director, and key personnel, in accordance with the requirements established in the Program Policy Manual. This Contract award may be subject to a decrease equal to the salary savings (salary and benefits) realized as a result of the vacancy.

## **8. Reporting Requirements and Monitoring**

Grantee must submit quarterly progress reports.. Information required to be collected and reported may include but is not limited to unduplicated Client counts, diagnostic and support services performed, and Client demographics.

Grantee must submit monthly, quarterly, and programmatic reports, financial vouchers, and/or other information and/or reports as requested by HHSC or in accordance with the Program Policy Manual, as amended.

Grantee must provide information and supporting documentation as requested by HHSC to conduct programmatic desk/onsite reviews in according to the Program Policy Manual. Failure to submit requested information in a timely manner may result in sanctions as authorized by the contract.

Grantee must submit quarterly Financial Status Report(s) ("Form 269a") to HHSC by the last business day of the month following the end of each quarter during the Contract period. The program-designated MRP for the corresponding month will not be processed until the quarterly Form 269a is received, reviewed, and approved by HHSC. Grantee shall submit the final Form 269a no later than 45 days following the end of the applicable term. The final program-designated MRP of the fiscal year will not be processed for payment until the final Form 269a is received, reviewed, and approved by HHSC.

Failure to submit required reports in a timely manner may result in sanctions according to provisions of this Contract. The program-designated MRP will not be paid until the corresponding monthly report is received/approved.

Continued funding of the Project in future years is contingent upon the availability of funds and the satisfactory performance of the Grantee during the prior budget period. Funding may vary and is subject to change each budget period.

Failure to expend funds, submit billing and data in a timely manner, and failure to meet Program performance measures and other requirements may result in reduction and/or termination of funding.

See RFA Sections 2.7, **Required Reports** and 2.8, **Performance Measures and Monitoring**.