



**HHSC: Texas Respite
Advisory Committee,
May 21, 2020**



The [Texas Respite Advisory Committee](#) helps develop strategies to reduce barriers to access respite services, improves the quality of respite services, and provides training, education and support to family caregivers.

Members include:

- Farida Abjani
- Rose Anderson
- Diane Bass
- Amanda Fredriksen
- Denise Helms
- Cara L. Magrane, Chair
- Laura J. Warren

Introductions and welcome. The meeting was convened by Cara Magrane on May 21st, 2020, and members introduced themselves. Everyone was attending through a web system.

[Presentation on the Administration for Community Living Lifespan Respite Care Program: State Program Enhancement Grants](#). Wes Yeager and David Beachum, HHSC, made the presentation. The overarching goal of this funding opportunity is to enhance systems and capacities to deliver respite care and related services. There are six main **Program Priority Areas:**

1. Enhancement of state and sustainable lifespan respite care systems
2. Enhancing the provision of direct services, as described in the Lifespan Respite Care Act of 2006
3. Continuing to build collaborations and partnerships across the state
4. Ensuring adequate respite provider training is offered to paid and volunteer respite providers
5. Identifying gaps in current services and conducting outreach to reduce those gaps
6. Continuing to, or increasing efforts to, target underserved populations across the lifespan

Grantees will be expected to build on advancements made under previous Lifespan Respite Care Program grants and focus on enhancing and strengthening the components of their Lifespan Respite Care System to improve access, consistency, quality, sustainability; and reducing duplication in respite service delivery.

Opportunity Category: Discretionary

Expected Number of Awards: 16

Current Closing Date for Application: May 26, 2020

Estimated Total Program Funding: \$4,349,000

Award Ceiling: \$275,000

Award Floor: \$100,000

Follow the link above for the full grant description.



Comments/Questions and Answers.

Ms. Fredriksen asked for HHSC's thoughts on this and whether there will be a proposal. *HHSC stated that they are currently unable to discuss this, but there has been a lot of work regarding HHSC's application. We did take into account the feedback from advisory committee members and other stakeholders.*

Will there be another briefing on the proposal, and will this group get to see it? *With the timing of all of this, it is not possible to provide the application to this group.*

[Review and vote on the memorandum of agreement between the Texas Respite Advisory Committee and Health and Human Services Commission \(HHSC\)](#). There has to be an agreement to submit the grant application referenced above. The proposed agreement appears in the box below.

HHSC plans to apply for the enhancement grant. The agencies and organizations are in support of the items listed in the agreement. This outlines the intentions to support HHSC's efforts in the application process and carry out the grant if successful.

The MOU ends July 31, 2023.

Memorandum of Agreement Between the Texas Respite Advisory Committee and the Health and Human Services Commission

This Memorandum of Agreement (MOA) is entered into between the Health and Human Services Commission (HHSC) and the Texas Respite Advisory Committee (TRAC), for the purpose of documenting their respective responsibilities for the development of the Texas Lifespan Respite Care Program (the "Program"). HHSC and the TRAC will be referred to each as a "Party" and collectively as the "Parties" in this MOA. HHSC is an agency of the State of Texas. The TRAC is an advisory committee created under Section 531.012 and Chapter 2110 of the Texas Government Code consisting of 11 agencies and organizations which seek to assist HHSC in developing strategies to reduce barriers in accessing respite services, improve the quality of respite services, reach underserved populations, and provide training, education and support to family caregivers. TRAC's active members are identified in Appendix A to this MOA.

I. Purpose of the MOA

The Texas Legislature enacted two laws affecting respite services for caregivers in Texas. Senate Bill 271, 81st Legislature, Regular Session, 2009, directs HHSC to coordinate public awareness outreach efforts regarding the role of informal caregivers in long-term care. House Bill 802, 81st Legislature, Regular Session, appropriated \$1,000,000 over the Fiscal

Year 2010-2011 biennium and directs HHSC to implement a lifespan respite services program to promote the provision of respite services through contracts with eligible community-based organizations or local governmental entities. These funds continued to be appropriated in each biennium since. In 2013, HHSC applied for and was awarded 2013 Lifespan Respite Care Program: Building Integrated & Sustainable Lifespan Respite Care Programs funding. In 2014, HHSC applied for and was awarded Building Long-Term Sustainability in State Lifespan Respite Programs – 2014 funding. Both of these grants, which have ended, were awarded by the U.S. Administration on Aging (AoA) and the Administration on Community Living (ACL) and were for the enhancement and expansion of coordination and availability of respite services in Texas. HHSC intends to apply for 2020 Lifespan Respite Care Program: State Program Enhancement Grants to further enhance the sustainability and integration of the Program. The agencies and organizations of TRAC are in support of the goal to enhance and expand respite services, develop emergency respite services, train and recruit workers and volunteers, and assist caregivers in gaining access to respite services in Texas.

HHSC and the TRAC enter into this MOA to outline their mutual intentions on the purposes, responsibilities, and commitments of each Party.

II. Authority

The Parties enter into this MOU under authority of: A. Texas Government Code Sections 531.012, 531.039 and Chapter 2110; and B. The Lifespan Respite Care Act (United States Code, Title 42, §300ii) C. Title 40 Texas Administrative Code § 89.7

III. Term of the MOA

This MOA is effective from the date of the last signature of both Parties and terminates July 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of this MOA. The term may be extended in writing subject to mutually agreeable terms by the Parties. Either Party may terminate this MOA by providing at least thirty (30) days written notice to the other Party.

IV. Responsibilities of HHSC

HHSC agrees to:

- A. Continue support for the Program in accordance with state statute(s) and the Lifespan Respite Care Act of 2006 (P.L. 109-442);
- B. Pursue federal funding available through ACL to enhance and expand the coordination and availability of respite services across Texas and to increase the sustainability and integration of the Program;
- C. Use a portion of awarded ACL funds to support (i) creating and sustaining a mobile application “app” to streamline access to respite services; (ii) enhancing the “Take Time Texas” website to provide more information to support caregivers across the lifespan

through education and respite provider training, and (iii) enhancing and increasing respite services for Texans, contingent upon approval and receipt of federal grant funds from ACL; D. Provide state level support and direction to TRAC, and;

E. Administer and award funds available under the state funded Texas Lifespan Respite Care Program to entities to enhance the coordination and availability of respite services at the local level.

V. Responsibilities of the TRAC

In accordance with authority listed in 40 TAC §89.7, TRAC agrees to:

- A. Assist HHSC in the identification of barriers and best practices for providing and coordinating respite services in Texas;
- B. Respond to requests from HHSC for information about the respite needs of caregivers;
- C. Advise HHSC regarding effective methods for expanding the availability of respite services in the state through the use of funds available from respite care programs;
- D. Cooperate and share resources and knowledge among community stakeholders to facilitate barrier free access for primary caregivers; and
- E. Educate the public on the need for community-based options for primary caregivers.

VI. Joint Responsibilities

The Parties agree to negotiate in good faith to clarify or modify the responsibilities detailed under this MOA as appropriate, provided that any changes made do not alter or expand responsibilities assigned to the Parties under Texas law and regulation.

VII. Representative

The following will act as the Representative authorized to administer activities under this MOA on behalf of its respective Party.

Health and Human Services Commission	Texas Respite Advisory Committee
Elisa Manor Hendricks Associate Commissioner Community Access/Access and Eligibility Services Medical and Social Services Texas Health and Human Services Commission (O) 512.206.5137; (M) 512.632.2493 elisa.hendricks@hhsc.state.tx.us	Cara Magrane TRAC Chair Autism Lifeline Links (ALL) 112 E. Pecan St., Ste 830 San Antonio, TX 78205 210-960-9106 cara.magrane@autismlifelinelinks.org

VIII. General Terms and Conditions

A. Amendment. This MOA may be modified by written amendment signed by the Parties. B. No Obligation after Termination. Upon termination of this MOA, the Parties are discharged from any further obligation created under the terms of this MOA, except for maintaining the confidentiality of records and information as required by law. C. Federal and State Laws, Rules, and Ordinances. The Parties shall comply with all applicable federal and state statutes, rules, and regulations. D. Severability and Ambiguity. If any provision of this MOA is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this MOA is to be construed as jointly drafted, proposed, and accepted. E. Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action, or default under this MOA shall not constitute a waiver of either Party's rights under the MOA. F. Entire Agreement. The Parties acknowledge that this MOA is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this MOA, other than as set forth in this MOA.

By signing below, the Parties agree that this MOA constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the MOA and agree to its terms, and that the persons whose signatures appear below have the authority to execute this MOA on behalf of their respective Party.

Comments/Questions and Answers

Ms. Fredriksen inquired about the Agreement and what it means. Is it required by the grant? *HHSC stated that the grant application has requirements including updates; progress must be tracked, including upholding the MOA. It was required even though the statute has the same requirements because development has been challenging during these times. There is a portion on this where a change may be required in 4.C. 4.C(i) will most likely not be able to be accomplished so it should be removed from the agreement. The rest should remain in the MOA.*

C. Use a portion of awarded ACL funds to support (i) creating and sustaining a mobile application "app" to streamline access to respite services; (ii) enhancing the "Take Time Texas" website to provide more information to support caregivers across the lifespan through education and respite provider training, and (iii) enhancing and increasing respite services for Texans, contingent upon approval and receipt of federal grant funds from ACL;

Laura Warren stated that any movement to get more respite money in Texas is a good thing.



MOTION: *Approve the MOA with 4.C(i) being stricken - prevailed.*

Public Comment. Was to be submitted in advance (Members of the public were encouraged to participate in this process by providing written public comment to HHSC by emailing ADRC@hhsc.state.tx.us no later than 5:00 p.m., May 19, 2020. Please include your name and the organization you are representing, or if you are speaking as a private citizen. Written comments are limited to three minutes and will be read aloud during the meeting for consideration by the Committee).

No public comment was offered.

Adjourn. There being no further business, the meeting was adjourned.

This summary contains supplemental information from third-party sources where that information provides clarity to the issues being discussed. Not every comment or statement from the speakers in these summaries is an exact transcription. For the purpose of brevity, their statements are often paraphrased. These documents should not be viewed as a word-for-word account of every meeting or hearing, but a summary. Every effort has been made to ensure the accuracy of these summaries. The information contained in this publication is the property of Texas Insight and is considered confidential and may contain proprietary information. It is meant solely for the intended recipient. Access to this published information by anyone else is unauthorized unless Texas Insight grants permission. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on this is prohibited. The views expressed in this publication are, unless otherwise stated, those of the author and not those of Texas Insight or its management.
