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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000524600001
AMENDMENT NO. 2

The Health and Human Services Commission ("**HHSC**" or "**System Agency**") and Abilene Regional MHMR Center d\b\a Betty Hardwick Center ("**Contractor**," "**Grantee**," "**Local Government**," "**Local Mental Health Authority**," or "**Local Behavioral Health Authority**"), each a "Party" and collectively "Parties" to the Local Mental Health Authority Performance Agreement Interlocal Cooperation Contract, effective September 1, 2019, as amended, and denominated HHS000524600001 (the "**Contract**"), now want to further amend the Contract.

Whereas, HHSC wants to add new funding to the Contract to expand services;

Whereas, HHSC wants to modify Contract Statements of Work to correct clerical errors, make programmatic adjustments, and to account for new requirements related to the addition of new funding or shifts in funding; and

Whereas, this Amendment will result in the addition of $40,449 to the total value of the Contract.

Now, **therefore**, the Parties hereby amend the Contract as follows:

1. The chart appearing in **Article IV, Statement of Services to Be Provided**, is amended and restated with the following:

Statement of Work Number	Program ID	System Agency Share	Performing Agency Share	Total Statement of Work Value
A01	MH/PCN	$7,092,029	$638,282	$7,730,311
A02	MH/CMHH	$0	$0	$0
A03	MH/COS	$178,800	$0	$178,800
A04	MH/MHD	$0	$0	$0
A05	MH/OCR	$0	$0	$0
A06	MH/PESC	$2,358,318	$589,580	$2,947,898
A07	MH/PPB	$1,732,478	$0	$1,732,478
A08	MH/RTCI	$0	$0	$0
A09	MH/RTPCM	$0	$0	$0
A10	MH/SHR	$426,080	$0	$426,080
A11	MH/VET	$140,000	$0	$140,000
A12	MH/IRS	$0	$0	$0
A13	MH/YESPC	$0	$0	$0
A14	MH/PASRR	$0	$0	$0
A15	MH/RPA	$0	$0	$0
A16	RBI	$0	$0	$0
A17	MH/PSR	$0	$0	$0
A18	MH/CR	$0	$0	$0
A19	MH/MCOT	$0	$0	$0
A20	MH/HFSEP	$0	$0	$0
A21	MH/JDSES	$0	$0	$0
A22	MH/VCP	$200,000	$0	$200,000
A23	MH/NJBCR	$0	$0	$0
A24	MH/ESC	$230,000	$0	$230,000

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A25	MH/PDMCC	$13,072	$0	$13,072
TOTAL		**$12,370,777**	**$1,227,862**	**$13,598,639**

2. **Article V, Contract and Federal Funding Amounts**, is amended and restated with:

The total amount of the System Agency's share of this Contract, including all Statements of Work issued under it, shall not exceed $12,370,777. Contractor's share of this Contract, including all Statements of Work issued under it, is $1,227,862. The total value of this Contract, including all Statements of Work issued under it, shall not exceed $13,598,639. Specific information related to budget amounts, and each Party's share of the individual Statements of Work included in this Contract are identified in SECTION II. Included in the System Agency's share outlined above are the Catalog of Federal Domestic Assistance (CFDA) numbers and associated funding amounts included below:

(a) Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mental Health Block Grant - CFDA 93.958 = $580,968
(b) Department of Health and Human Services, Administration for Children and Families, TANF Transfer to Title XX Block Grant - CFDA 93.558.667 = $203,708
(c) Department of Health and Human Services, Administration for Children and Families, Title XX, Social Services Block Grant - CFDA 93.667 = $91,152
(d) Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant - CFDA 93.788 = $0
(e) Contractor's Dun & Bradstreet (D-U-N-S®) Number: 625999326

The federal grant funds identified above may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. *See, e.g.*, 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . .requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration and under a Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

3. **Attachment A01 - Performance Contract Notebook**, **Version 2** is amended and restated with **Attachment A01 - Performance Contract Notebook**, **Version 3**, which includes, but is not limited to, the following substantive modifications:
   a. Revisions documenting the shift of administrative rules from Title 25 of the Texas Administrative Code, to Title 26 of the Texas Administrative Code;
   b. Addition of a requirement to notify System Agency when Contractor experiences phone system technical issues or a service disruption exceeding 48 hours;
   c. Addition of a requirement to dedicate at least one full-time staff member to support continuity of care and related functions;

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d. Addition of a requirement to make a staff member available for consultation with a state mental health facility regarding use of atypical long-acting injectable antipsychotic medication upon discharge;
e. Expansion of the number of Adult Needs and Strengths Assessments (ANSAs) and Children's Needs and Strengths Assessments and (CANS) Super Users to two per assessment tool;
f. Designation of one or more staff members to track and disseminate System Agency policy updates internally;
g. Expansion of the age limitations for enrollment in Transition Age Youth Services; and
h. Expansion of Contractor's coordination responsibilities when children or youth are enrolled in the System Agency-funded Residential Treatment Center program.

4. **Attachment A11 - Veteran Services Program**, **Version 2**, is hereby amended and restated with **Attachment A11 - Veteran Services Program**, **Basic Version 3**, which includes the expansion of Peer Services Coordinator training and certification requirements, expansion of programmatic objectives for participation in the Mental Health Program for Veterans, and modification of the expenditure and performance-reporting submission format and destination requirements.

5. This Amendment is effective as of the date last signed below.

6. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full effect.

7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 2
HEALTH AND HUMAN SERVICES CONTRACT NO. HHS000524600001

HEALTH AND HUMAN SERVICES COMMISSION

By: DocuSigned by: Sonja Gaines 147CCA4134D941B... _____

Printed Name: Sonja Gaines
Title: Deputy Executive Commissioner

Date of Signature: May 26, 2021

ABILENE REGIONAL MHMR CENTER D\B\A BETTY HARDWICK CENTER

By: DocuSigned by: Jenny Goode 6133A8FA2931404... _____

Printed Name: Jenny Goode
Title: CEO

Date of Signature: May 26, 2021

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A01:	**PERFORMANCE CONTRACT NOTEBOOK, VERSION 3**
ATTACHMENT A11:	**VETERANS SERVICE PROGRAM, BASIC, VERSION 3**

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ATTACHMENT A01
PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 3

CONTRACTOR: Abilene Regional MHMR Center d\b\a Betty Hardwick Center

SECTION I. PERFORMING AGENCY RESPONSIBILITIES

A. Authority and Administrative Services

1. Local Planning:

Contractor is the designated Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA) for the Local Service Area (LSA). As the LMHA/LBHA, Contractor is required to:

a) Maintain, update, and implement a Consolidated Local Service Plan (CLSP) in accordance with Instructions for Local Planning, Information Item I.

b) Involve community stakeholders in developing the CLSP, monitoring its implementation, and updating as needed. At a minimum, Contractor shall invite the stakeholder groups identified in Information Item I.

c) Maintain, update, and implement a Local Provider Network Development Plan (LPND Plan) in accordance with Information Item I.

d) Comply with 26 Texas Administrative Code (TAC) Chapter 301, Subchapter F (Provider Network Development), and applicable System Agency directives related to the development and implementation of the Provider Network Development Plan.

e) Submit the CLSP and the LPND Plan to System Agency according to the Submission Calendar in Information Item S.

f) Maintain a current version of the CLSP and the LPND Plan on Contractor's website, with revision dates noted as appropriate for each plan revision.

g) Annually post on Contractor's website a list of persons with whom Contractor had a contract or agreement related to the provision of mental health services. The list shall include the number of peer support and Family Partner contracts and agreements, but not the names of the peer support or Family Partner providers without their written consent. The list shall include all contracts or agreements in effect during all or part of the previous year, or on the date the list is posted. Family Partners hired or contracted must meet the following qualifications:
   (1) Be 18 years of age or older;
   (2) Have received:
      (a) A high school diploma, or
      (b) A high school equivalency certificate issued in accordance with the laws applicable to the issuing agency;

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(3) Have at least one year of experience raising a child or adolescent with an emotional or mental health issue as a parent or Legally Authorized Representative (LAR);
(4) Have at least one year of experience navigating a child-serving system (*e.g.* mental health, juvenile justice, social security, or special education) as a parent or LAR;
(5) Have ability to perform the duties of a Family Partner as outlined in the Texas Resilience and Recovery (TRR) Utilization Management (UM) Guidelines; and
(6) Have successfully completed the certified family partner training and passed the certification exam recognized by the department within one year of the date of hire for the role of Family Partner.

Additional information on peer resources can be found at: https://hhs.texas.gov/services/mental-health-substance-use/childrens-mental-health/childrens-mental-health-family-partner-support-services

h) Maintain a toll-free phone number for routine services and for crisis services posted on the contractor's website and on any other advertising documents used.

i) Answer the phone during regular business hours. There should be a voicemail, answering service, or other system utilized for after-hour inquiries. Contractor must notify the System Agency Contract Manager if Contractor experiences technical issues or a service disruption that exceeds 48 hours and impacts Contractor's responsiveness to routine service requests, which may include disaster events.

j) Not deny access to services at any level solely based on age, race, religion, gender, sexual orientation, substance use or abuse, or disability, including chronic illness and medical conditions, including pregnancy or Human Immunodeficiency Virus (HIV).

k) Appoint, charge, and support, through its local board, one or more Planning and Network Advisory Committees (PNACs) necessary to perform the committee's advisory functions, as follows:
(1) PNAC shall be composed of at least nine members, 50 percent of whom shall be clients or family members of clients, including family members of children or youth, or another composition approved by System Agency; and include at least one person with lived experience with homelessness or housing instability;
(2) PNAC members shall be objective and avoid even the appearance of conflicts of interest in performing the responsibilities of the committee;
(3) Contractor shall establish outcomes and reporting requirements for each PNAC;
(4) Contractor shall ensure all PNAC members receive initial and ongoing training and information necessary to achieve expected outcomes. Contractor shall ensure that PNAC receives training and information related to 25 Texas Administrative Code (TAC), Chapter 412, Subchapter P (Provider Network Development), and that PNAC is actively involved in the development of the Consolidated Local Service Plan and the Provider Network Development Plan;
(5) Contractor shall ensure PNAC has access to all information regarding total funds available through this Statement of Work for services in each program area, as

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well as all required performance targets and outcomes;

(6) Contractor shall ensure PNAC receives a written copy of the final annual budget and biennial plan for each program area as approved by Contractor's Board of Trustees, and a written explanation of any variance from PNAC's recommendations;

(7) Contractor shall ensure that PNAC has access to and reports to Contractor's Board of Trustees at least quarterly on issues related to: the needs and priorities of the LSA; implementation of plans and contracts; and PNAC's actions that respond to special assignments given to PNAC by the local board;

(8) Contractor may develop alliances with other LMHAs/LBHAs to form regional PNACs; and

(9) Contractor may develop a combined Mental Health and Intellectual and Developmental Disability (IDD) PNAC. If Contractor develops such a PNAC, the 50 percent client and family member representation shall consist of equal numbers of mental health and IDD clients and family members. Expanded membership may be necessary to ensure equal representation.

2. Policy Development and Management:

Contractor shall develop, implement, and update policies and procedures to address the needs of the LSA in accordance with state and federal laws and the requirements of this Statement of Work. Policies shall include consideration of public input, best value, and client-care issues.

3. Coordination of Service System with Community and System Agency:

Contractor shall:

a) Adhere to System Agency directives related to Client Benefits Plan as described in Information Item H.

b) Ensure coordination of services within the LSA. Such coordination shall ensure collaboration with other agencies, including local hospitals, nursing facilities, other health and human service agencies, criminal justices entities, nonprofit and for-profit housing providers, Substance Abuse Community Coalition Programs, Prevention Resource Centers, Outreach Screening Assessment and Referral organizations, other child-serving agencies (*e.g.*, Texas Education Agency (TEA), Department of Family and Protective Services (DFPS), Texas Juvenile Justice Department (TJJD), family advocacy organizations, local businesses, and community organizations). Evidence of the coordination of services shall be maintained. Evidence may include memorandums of agreement, memorandums of understanding, sign-in sheets from community strategic planning activities, or sign-in sheets from community-based focus group meetings.

c) In accordance with applicable rules, ensure that services are coordinated:
   (1) Among network providers; and
   (2) Between network providers and other persons or entities necessary to establish and maintain continuity of services.

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d) Designate a physician to act as the Medical Director and participate in medical leadership activities. Contractor shall submit the Medical Director's contact information as part of Form S, Contact List.

e) Dedicate at least one full-time staff member that is a QMHP-CS or LPHA to act as the Continuity of Care Liaison to support continuity-of-care activities. The Continuity of Care Liaison must not have assigned duties outside of activities supporting continuity of care and related functions. The Continuity of Care Liaison must support adults and youth discharged from a hospital, including adults on forensic commitments or discharged to the Home and Community Based Services - Adult Mental Health program. Contractor must include Continuity of Care Liaison's contact information as part of Form S, Contact List.

f) Ensure there is an alternate staff member to act as the Continuity of Care Liaison in the absence of the individual identified on Form S, Contact List.

g) Ensure client has an appointment scheduled with a physician or designee authorized by law to prescribe needed medications, if the Continuing Care Plan, as defined in 25 TAC Chapter 412, Subchapter D, Mental Health Services – Admission, Continuity, and Discharge, as it exists at the time of Contract execution or as modified during the Contract term, indicates that the LMHA/LBHA is responsible for providing or paying for psychotropic medications.

h) Provide discharge planning in accordance with 25 TAC Chapter 412, Subchapter D, Mental Health Services – Admission, Continuity, and Discharge, as it exists at the time of Contract execution or as modified during the Contract term. This includes, but is not limited to, the following:
   (1) At the time of an individual's admission to a State Mental Health Facility, or a facility with an HHSC-funded bed, the designated LMHA/LBHA, and the State Mental Health Facility (SMHF), or facility with an HHSC-funded bed, must begin discharge planning for the individual.
   (2) The individual, or, if applicable, the individual's Legally Authorized (LAR) Representative must be involved in discharge planning.
   (3) The dedicated LMHA/LBHA Continuity of Care Liaison, or another designated staff member, must collaborate with the SMHF, or a facility with an HHSC-funded bed, to ensure the development and completion of the discharge plan before the individual's discharge.
   (4) A staff member, preferably a physician, pharmacist, advanced practice registered nurse, or physician assistant, must be made available for consultation with an SMHF regarding use of atypical long-acting injectable antipsychotic medication upon discharge. Additionally, Contractor must support an SMHF's compliance with State Hospital System Operating Procedures 05-03, Coordination with Outpatient Entities Regarding Atypical Antipsychotic Long-Acting Injections, by responding to an SMHF's request for consultation within 48 hours whenever possible to do so. In the event a consultation within 48 hours is not possible due to

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circumstances outside of Contractor's control, it is the Contractor's responsibility to respond to an SMHF as soon as possible and failure to communicate with state hospital prior to anticipated discharge date indicates there was no objection from the Contractor for starting the atypical long-acting injectable antipsychotic while in an SMHF.

(5) All activities associated with discharge planning for an individual in any HHSC-funded psychiatric bed shall be documented by the Contractor using the continuity-of-care service code H0032.

i) The appointment shall be on a date prior to the earlier of the following events:
(1) The exhaustion of the client's supply of medications; or
(2) The expiration of 14 days from the client's discharge or furlough from an SMHF.

j) Provide individuals a choice of qualified physicians or designees authorized by law to prescribe needed medications, perform programmatic consultations, confer signature authority, and render other medical consultative services through face-to-face encounters or via tele-medicine to the maximum extent possible. This shall be accomplished by the following, listed in order of preference:
(1) Employing a qualified physician or designee authorized by law to prescribe needed medications;
(2) Contracting with a qualified physician or designee authorized by law to prescribe needed medications;
(3) Establishing a coverage plan that will assure individuals' needs are met even when the employed or contracted physician is unavailable;
(4) Notifying System Agency within one (1) business day if both employing and contracting with a qualified physician or designee authorized by law to prescribe needed medications is not possible for any period of time during the contract period. Planned efforts shall be documented and submitted to System Agency by contractor who shall seek technical assistance from System Agency if this situation persists for five (5) consecutive business days within the contract period. Ongoing efforts shall be documented, and the contractor shall provide choice to individuals as outlined below in (5) and (6) until the situation has been remedied;
(5) Referring the individual to a qualified physician or designee authorized by law to prescribe needed medications, who is not employed or contracted by the contractor but is within 75 miles of the individual's residence;
(6) If the contractor lacks the capacity to meet any of the above requirements, contractor shall identify the nearest available non-local (more than 75 miles from the individual's residence) qualified physician or designee authorized by law to prescribe needed medications. If the individual indicates the distance to the provider is not a barrier to accessing services, then Contractor shall refer the individual to the available service provider. Contractor shall document the discussion with the individual and the individual's decision regarding traveling to the non-local provider. If the individual indicates that the distance to the non-local qualified physician or designee authorized by law to prescribe needed medications is a barrier to accessing services, Contractor shall document a strategy to establish access to a provider.

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k) Provide clients a choice among all eligible network providers in accordance with 25 TAC, Chapter 412, Subchapter P (Provider Network Development).

l) Offer each Level of Care (LOC) as outlined in the Texas Resiliency and Recovery (TRR) UM Guidelines and provide core services available within each LOC. All core services must be available to individuals through face-to-face encounters or via tele-medicine/tele-health. This shall be accomplished by the following, listed in order of preference:
   (1) Employing staff who meet the qualifications (*i.e*. licensure, training, and competency) to provide the core service;
   (2) Contracting with providers who meet the qualifications (*i.e*. licensure, training, and competency) to provide the core service;
   (3) Notifying System Agency immediately if neither employing nor contracting with a qualified provider is possible for fifteen (15) consecutive days during the contract term. This notification shall include the contractor's plan to resolve the unavailability of services. Ongoing efforts shall be documented, and the contractor shall provide choice to individuals as outlined in (4) and (5) below until the situation has been remedied:
   (4) Referring the individual to a qualified provider who is not employed or contracted by the contractor but is within 75 miles of the individual's residence;
   (5) If the contractor lacks the capacity to meet any of the above requirements, contractor shall identify the nearest available non-local (more than 75 miles from the individual's residence) qualified provider. If the individual indicates the distance to the provider is not a barrier to the individual accessing services, then Contractor shall refer the individual to the available service provider. Contractor shall document the discussion with the individual and the individual's decision regarding traveling to the non-local provider. If the individual identifies that the distance to the non-local qualified provider is a barrier to accessing services, Contractor shall document a strategy to establish access to the core service.

m) Develop an adequate array of qualified service providers in the provider network for the provision of the Youth Empowerment Services (YES) Waiver program, in accordance with the YES Waiver Policy Manual (YES Manual), incorporated by reference and posted at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers. This shall be accomplished by:
   (1) Contracting and/or employing qualified providers of the YES Waiver service array;
   (2) Offering and providing access to all services in the YES array, and delivering requested services on a System Agency-approved Individual Plan of Care (IPC) within ten (10) business days of IPC approval, or later, at the participant or Legally Authorized Representative's (LAR) request;
   (3) Providing participant choice among qualified providers of individual services;
   (4) Providing access to qualified providers within 30 miles of the participant's residence in urban areas, and 75 miles in rural areas; and

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(5) Contractor shall serve as a Comprehensive YES Waiver provider and Wraparound Provider Organization (WPO). Contractor may stop accepting client referrals as a Comprehensive YES Waiver provider if contractor ensures there are at least two (2) other contracted provider organizations serving the entire local mental/behavioral health authority service area that are in good standing and are able to assure:
   (a) YES Waiver participants are offered provider choice,
   (b) YES Waiver participants have access to adequate continuity of YES Waiver services despite changes in contract status or unavailability of providers contracted with system agency, and
   (c) Contracted providers are able to provide all services in the YES Waiver service array and offer sufficient service capacity to meet community need.

(6) Providing the core services available within LOC-YES, as outlined in the TRR UM Guidelines, for the entire geographical service area. Core services include Wraparound (as delivered by a WPO) and Comprehensive Waiver Provider (CWP) services. A WPO is currently defined as a qualified entity responsible for coordinating YES Waiver services for individuals enrolled in the YES Waiver and for developing a person-centered plan using the System Agency-approved model. As Contractor serves as both the CWP and the WPO, as well as provider of last resort, Contractor shall mitigate conflict of interest by maintaining a clear separation of provider and WPO functions by ensuring the following:
   (a) The role of the distinct individual staff member of the WPO must be administratively separate from other comprehensive YES Waiver provider functions and any related utilization review units and functions.
   (b) The distinct individual staff member of the WPO shall not be the provider of a YES Waiver service that is on the IPC of a YES Waiver participant if he/she is providing intensive case management services to the participant.
   (c) CWP services are being provided free of conflict and in accordance with requirements outlined by Centers for Medicare and Medicaid Services (CMS) and in the Code of Federal Regulations, Title 42, Chapter IV, Subchapter C, Part 441, and the YES Manual;
   (d) The programs are operating with conflict-of-interest protections in place that are approved by System Agency, as well as developing and maintaining policies that keep the YES CWP role administratively separate from the provision-of-case management services for participants in the YES Waiver.

n) Operate a continuity-of-care and services program for offenders with mental impairments, in compliance with Texas Health & Safety Code Chapter 614 and the guidelines outlined in the Data Exchange and Continuity of Care Guidelines, Information Item T. Accordingly, Contractor shall:
   (1) Assist Community Supervision and Corrections Department (CSCD) and Texas Juvenile Justice Department (TJJD) personnel with the coordination of supervision for offenders who are LMHA/LBHA clients. This shall include:
      (a) Providing the local CSCD and TJJD branches with the names of LMHA/LBHA personnel who will serve as the contact for continuity-of-care and services program referrals from the local CSCD and TJJD offices;

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(b) Participating in joint staffing related to offenders who are LMHA/LBHA clients in order to review compliance with treatment and supervision;
(c) Providing input on modifications of supervision conditions;
(d) Coordinating with CSCD and TJJD personnel when imposing new conditions, sanctions, or a motion to revoke/adjudicate, in order to explore all possible alternatives to incarceration;
(e) Coordinating on the development of a joint supervision and Recovery plan if governing standards for the respective participants can be adhered to in the proposed plan; and
(f) Participating in quarterly meetings with CSCD and TJJD Directors or their designees to review the implementation of activities related to the coordination of supervision.

(2) Offer and provide technical assistance and training to CSCD and TJJD and other criminal justice entities (*e.g.*, pre-trial, jail, courts) on mental health and related issues. Training must include instructions on how to access Contractor's services and outline the full array of services available.
(3) Assist criminal justice and judicial agencies with the identification and diversion of offenders, who have a history of state mental health care, through a local continuity-of-care and services program.
(4) Review available records of each incarcerated individual who has been formally determined to be Incompetent to Stand Trial and Unfit to Proceed, and assist criminal justice and judicial agencies with diversion of offenders through a local continuity-of-care and services program. Complete Form Z, Forensic Clearinghouse Waitlist Template, following submission guidelines in the Submission Calendar located in Information Item S.

o) Provide services to clients referred by TJJD pursuant to Title 37 of the Texas Administrative Code, Part 11, Chapter 380, Subchapter B, Division 2, Rule § 380.8779.

p) Identify and document clients who have been court-ordered to receive outpatient mental health treatment including, but not limited to: Not Guilty by Reason of Insanity (NGRI) mental health outpatient commitments; extended mental health outpatient commitments; and temporary mental health outpatient commitments. The following data is to be tracked locally and electronically via the Clinical Management for Behavioral Health Services database. The data elements listed below—located in CMBHS under Provider Tools>Development Documentation and Supporting Materials>MH Outpatient Commitment—allow for batching: also.

(1) CMBHS Commitment Number <CMBHS Generated>
(2) Commitment Category <CMBHS Generated>: Always Outpatient
(3) Local Commitment Number <Required>
(4) Local Case Number <Required>
(5) Commitment Effective Date <Required>
(6) Commitment Expiration Date <Required>
(7) Commitment County <Requested>

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(8) Court Type <Requested>
  (a) District Court
  (b) Probate Court
  (c) Other
(9) Court Detail (Text) <Requested>
(10) Cause Number <Required>
(11) Commitment Type <Requested>
  (a) Extended-MH (Not to exceed 12 months)
  (b) Temporary-MH (Not to exceed 90 days)
  (c) Other
(12) Commitment Type Details <Requested>
(13) Commitment Offense List <Requested>
(14) Comments (Text) <Requested>
(15) Document Status <Required>
(16) Document Status Date <CMBHS Generated>

q) Participate in Community Resource Coordination Groups (CRCGs) for children, youth, and adults in the Local Service Area (LSA) by providing one or more representatives to each CRCG with expertise in mental health; authority to contribute to decisions and recommendations of the CRCG; authority to contribute resources toward resolving problems of individuals needing agency services identified by the CRCG; and by providing information how to access Contractor's services and outlining the full array of services available. Participation is required by Texas Government Code (TGC) § 531.055, and duties shall be performed in accordance with Memorandum of Understanding for Coordinated Services to Persons Needing Services from More Than One Agency, revised March 2006, Information Item M.

r) Cooperate with schools in individual transition planning for child, youth, and adult clients receiving special education services, in accordance with 34 CFR Part 300 (Assistance to States for the Education of Children with Disabilities).

s) Establish and maintain a continuum of care for children transitioning from the Early Childhood Intervention (ECI) program into children's mental health services described in the Children's Services Attachment, including making best efforts to:
  (1) Respond to referrals from ECI programs;
  (2) Verify eligibility for mental health services;
  (3) Inform the family about the available mental health services, service charges, and funding options such as Medicaid and Children's Health Insurance Program (CHIP);
  (4) Participate in transition planning no later than 90 days prior to the child's third birthday;
  (5) Assist in the development of a written transition plan to ensure continuity of care;
  (6) Support joint training and technical assistance plans to enhance the skills and knowledge base of providers; and
  (7) Submit local agency disputes that are not resolved in a reasonable time period (*i.e.*, not to exceed 45 days unless the involved parties agree otherwise) to the ECI

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or System Agency Mental Health Program Services Unit for resolution at the state level.

t) Designate a staff member to act as Contractor's Suicide Prevention Coordinator, and submit, as part of Form S, this staff member's contact information. Contractor's Suicide Prevention Coordinator shall work collaboratively with local staff, LMHA/LBHA suicide prevention staff statewide, and System Agency's Suicide Prevention Office to reduce suicide deaths and attempts by:
   (1) Developing a collaborative relationship with any existing local suicide prevention coalition;
   (2) Participating in Suicide Prevention Coordinator conference calls scheduled and facilitated by System Agency Suicide Prevention Officer;
   (3) Developing local Community Suicide Postvention Protocols for how to provide postvention services in the catchment area when the need for suicide postvention arises as described by the Center for Disease Control Postvention Guideline: CDC's Preventing Suicide: A Technical Package of Policy, Programs and Practices https://www.cdc.gov/violenceprevention/suicide/fastfact.html;
   (4) Contacting the HHSC Suicide Prevention Coordinator to inform via email (Suicide.Prevention@hhsc.state.tx.us) of any suicide deaths contributing to a possible suicide cluster or contagion, as part of the local Community Suicide Postvention Protocols;
   (5) Completing Form Y, Organizational Readiness Assessment for Suicide Safe Care/ Zero Suicide, according to the instructions on the form and by the due date on the contained in the Submission Calendar located in Information Item S; and
   (6) Participating in local community suicide prevention efforts.

u) Ensure access to routine care by:
   (1) Providing access to care to individuals seeking services regardless of ability to pay;
   (2) Providing access to a screening and Uniform Assessment (UA) conducted by a Qualified Mental Health Professional - Community Services (QMHP-CS) to determine eligibility for individuals presenting for routine care services, regardless of an individual having proof of personal information (*e.g.*, address, phone number, personal identification, Social Security card) and funding source information (*e.g.*, insurance card and pay stub);
   (3) Demonstrating efforts to collaborate with other health care agencies and community resources to address the physical and behavioral health care needs of individuals, as well as ensuring that these needs are met; and
   (4) Ensuring the availability of a telephone system and call center that allows individuals to contact the LMHA/LBHA through a toll-free number that must:
      (a) Operate without using telephone answering equipment at least on business days during normal business hours, except on national holidays, unless due to uncontrollable interruption of service, or with prior approval of the department;
      (b) Have sufficient staff to operate efficiently;
      (c) Collect, document, and store detailed information, on all telephone inquiries

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and calls;

(d) Provide electronic call answering methods that include an outgoing message providing the crisis hotline telephone number, in languages relevant to the service area, for callers to leave a message outside of normal business hours;

(e) Return routine calls before the end of the next business day for all messages left during and after hours; and

(f) Provide access to a screening conducted by a QMHP-CS in person or via telephone no later than one (1) business day after an individual presents for services.

v) Contractor shall ensure that two designated staff members are certified as a Super User for the Adult Needs and Strengths Assessment (ANSA) and equally for a Super User for the Children's Needs and Strengths Assessment (CANS). A single staff member certified as a Super User of both the ANSA and the CANS may count toward totals for both the ANSA and the CANS. The individual(s) shall keep the Super User status current in accordance with the Praed Foundations requirements. ANSA and CANS Super Users shall be identified on Form S. If there is a vacancy, Contractor shall submit a plan of correction to System Agency to ensure that the position is filled and able to perform prescribed activities within six (6) months.

(1) An ANSA/CANS Super User is an individual who is at least certified as a QMHP-CS, and who has met the training requirements indicated in Training and Competency, Information Item A.

(2) Super User will perform a quality assurance training activity at least two times annually with a minimum of 40% of the practitioners who are certified to administer the ANSA/CANS as part of their primary functions. Contractor will make the following data available to System Agency upon request:

(a) Average number of employees certified to administer the ANSA/CANS during the six-month reporting period.

(b) Total number of unduplicated employees who participated in the quality assurance training activity during the six-month reporting period.

(c) Sign-in sheet for participation in the quality assurance training activity.

w) Upon notification by System Agency that the Home and Community Based Services—Adult Mental Health (HCBS-AMH) program is operational in Contractor's local service area, Contractor is required to utilize Clinical Management for Behavioral Health Services (CMBHS) when made available to adhere to the referral and enrollment process for the HCBS-AMH program for individuals residing in the community who meet the initial eligibility criteria of HCBS-AMH. Comprehensive instructions to complete the referral process can be requested by email: HCBS-AMH-EnrollmentandReferral@hhsc.state.tx.us.

Contractor shall:

(1) Operate a phone line to receive and respond to inquiries about HCBS-AMH within one (1) business day, and set up a voicemail, answer service, or other system of the LMHA's choosing to receive after-hours inquiries;

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(2) Designate a Point of Contact (POC) to coordinate the HCBS-AMH referral process for individuals residing in the community;
(3) Review the Mental and Behavioral Health Outpatient Warehouse (MBOW) 1915i reports located in the Consumer Analysis (CA) Continuity of Care folder for evidence or supporting documentation of meeting initial eligibility criteria;
(4) Coordinate with state hospital staff regarding individuals referred to the program who are currently in the state hospital;
(5) Coordinate with criminal justice staff or emergency department staff for individuals referred to the program;
(6) Complete the HCBS-AMH referral process by assisting the individual and/or Legally Authorized Representative (LAR) in completing all required HCBS-AMH forms, including completion of the HCBS-AMH Uniform Assessment and Clinical Eligibility Screen; assist in coordinating the date and location of the assessment, and attach supporting documentation, if applicable, for individuals on the MBOW 1915i reports or who otherwise meet referral criteria who are currently in the community; and verify CARE ID of the referred individual; complete Medicaid Eligibility Verification and submit via CMBHS. (Contact LMHA/LBHA security administrator for access to CMBHS.) For additional information, email HCBS-AMH-EnrollmentandReferral@hhsc.state.tx.us;
(7) Assist eligible participants to complete documents needed to enroll in the HCBS-AMH program;
(8) Coordinate with the participant's HCBS-AMH recovery manager to address needs of the participant, and participate in the individual's HCBS-AMH recovery plan meetings;
(9) Conduct initial assessment, annual assessment, and reassessments for all HCBS-AMH participants residing in a community setting and update in CMBHS; and
(10) Assist participants enrolled in HCBS-AMH with provider transfers as needed.

x) Designate a staff member to act as Contractor's Housing Coordinator, and submit, as part of Form S, this staff member's contact information. Contractor shall work collaboratively with local staff and the state housing program staff to improve access to safe, decent, affordable housing and an array of voluntary pre-tenancy and tenancy support services by:
(1) Serving as a point of contact for local staff in need of training and technical assistance to serve persons who are homeless or at risk of homelessness and provide supportive housing (pre-tenancy and tenancy) services;
(2) Developing a collaborative relationship with any existing local public housing authorities;
(3) Participating in the development of local community homeless and/or housing strategic plans; and
(4) Participating in local community homeless and housing efforts.

y) To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff to be responsible for tracking policy updates

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posted on HHSC's identified platform and disseminating information within the organization.

4. Resource Development and Management

Contractor shall:

a) Identify and create opportunities, including grant development, to make additional resources available to the Local Service Area (LSA).

b) Optimize earned revenues and maximize dollars available to provide services, which shall include implementing strategies to minimize overhead and administrative costs and achieve purchasing efficiencies. Strategies that an LMHA/LBHA shall consider in achieving this objective include joint efforts with other local authorities regarding planning, service delivery, purchasing and procurement, and other administrative/authority functions.

c) Assemble and maintain a network of service providers and serve as a provider of services as set forth in 25 TAC Chapter 412, Subchapter P (Provider Network Development). In assembling the network, the LMHA/LBHA shall seek to offer clients a choice of qualified providers to the maximum extent possible.

d) Submit required information via a post-procurement report to System Agency within 30 days of completing a procurement described in the LMHA/LBHA's approved Local Network Development Plan. System Agency will disseminate the post-procurement report template through a broadcast message.

e) Award new subcontracts in accordance with applicable laws and 25 TAC Chapter 412, Subchapter B (Contracts Management for Local Authorities) and Subchapter P (Provider Network Development).

f) Pay external providers a fair and reasonable rate in relation to the local prevailing market.

g) Ensure providers are informed of and in compliance with the applicable terms and conditions of this Statement of Work by developing provider contracts which include the Statement of Work requirements.

h) Implement network management practices to promote the effectiveness and stability of the provider network, including a credentialing and re-credentialing process that requires external providers to meet the same professional qualifications as internal providers.

i) Implement a provider relations process to provide the support and resources necessary for maintaining an available and appropriate provider network that meets System Agency standards, including:
   (1) Distributing information to providers on an ongoing basis to inform them of System Agency requirements;

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(2) Informing providers of available training and other resources;
(3) Interpreting contract provisions and clarifying policies and procedures;
(4) Assisting providers in accessing the information or department they need;
(5) Resolving payment and other operational issues; and
(6) Resolving provider grievances and disputes.

j) Ensure the providers are monitored and contracts are enforced in accordance with applicable laws and 25 TAC Chapter 412, Subchapter B.

5. Resource Allocation and Management

Contractor shall:

a) Maintain an administrative and fiscal structure that separates local authority and provider functions.

b) Maintain a Utilization Management (UM) Committee that includes the following Contractor staff:
(1) The UM physician;
(2) UM staff representative;
(3) Quality management staff representative; and
(4) Fiscal/financial services staff representative.

c) Ensure that UM complies with the following for each position listed:
(1) A qualified UM physician who:
(a) Is a board eligible or board-certified psychiatrist;
(b) Is licensed to practice medicine in the State of Texas; and
(c) Provides oversight of the UM program's design and implementation.
(2) A qualified utilization manager who is licensed to practice in the State of Texas as a:
(a) Physician;
(b) Registered nurse or a registered nurse-advance practice nurse;
(c) Physician assistant;
(d) Licensed clinical social worker;
(e) Licensed professional counselor;
(f) Licensed doctoral level psychologist; or
(g) Licensed marriage and family therapist.
(3) Has a minimum of five (5) years' experience in direct care of individuals with a serious mental illness and/or children and youth with serious emotional disturbances, which may include experience in an acute care or crisis setting;
(4) Has a demonstrated understanding of psychopharmacology and medical/psychiatric comorbidity through training or experience;
(5) Has one-year experience in program oversight of mental health care services; and
(6) Has demonstrated competence in performing UM and review activities.

d) If Contractor delegates UM activities to other staff, the following requirements shall be met:

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(1) The UM Director must:
  (a) Be licensed to practice in the State of Texas as a:
    i. Qualified UM physician as specified in 5.c)(1) above;
    ii. Registered nurse or a registered nurse-advance practice nurse;
    iii. Physician assistant;
    iv. Licensed clinical social worker;
    v. Licensed professional counselor;
    vi. Licensed doctoral level psychologist; or
    vii. Licensed marriage and family therapist.
  (b) Have a minimum of three (3) years' experience in the treatment of individuals with mental illness or chemical dependency; or
  (c) If the UM Director is not licensed, she/he can oversee the UM Program administratively but not clinically. Clinical oversight must be provided by staff member licensed in accordance with d)(1)(a) above.
(2) A Utilization Reviewer or Utilization Care Manager, who is a Qualified Mental Health Professional Community Services (QMHP-CS), shall have at least three (3) years of experience in direct care for adults with serious mental illness or children/youth with serious emotional disturbances, and be directly supervised by a qualified utilization manager.

e) Ensure that UM job functions are included in each UM staff member's job description, and that documentation of licenses, training, and supervision are maintained in the staff member's signed and approved personnel record.

f) Ensure that the UM Committee meets at least quarterly to ensure effective management of clinical resources, fiscal resources, and the efficiency and ongoing improvement of the UM process. Contractor shall ensure and document that members of the UM Committee receive appropriate training to fulfill the responsibilities of the committee. Training is needed when a new member is added to the committee and as needed, at least annually, for the entire committee. Documentation of training contents may be included in committee minutes. The committee shall review:
  (1) Appropriateness of eligibility determinations;
  (2) Use of exceptions and overrides to service authorization, ensuring rationale is clinically appropriate and documented in the administrative and clinical record;
  (3) Over- and under-utilization;
  (4) Appeals and denials;
  (5) Fairness and equity; and
  (6) Cost-effectiveness of all services provided.

g) Implement a UM Program using System Agency's approved Texas Resiliency and Recovery (TRR) UM Guidelines, which shall include documented and approved processes and procedures for:
  (1) Authorization and reauthorization of Level of Care (LOC) for outpatient services;
  (2) Authorization of inpatient admissions to state hospitals and to community psychiatric hospitals and reauthorization for continued stay when general revenue

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allocation or local match funding is being used for all or part of that hospitalization;
(3) Verification and documentation that services provided are medically necessary;
(4) The role for UM in ensuring continuity and coordination of services among multiple mental health community service providers;
(5) A timely authorization system designed to ensure medically necessary services are delivered without delay and after requested services have been authorized (backdating of authorizations is not permissible). Crisis services do not require prior authorization; however, the authorization shall be completed within two (2) business days after the provision of the crisis intervention service;
(6) Automatic authorization processes shall be based on a documented agreement with providers that only allows automatic authorization if the LOC recommended is the same one to be authorized, and only with providers who have documented competence in UA assessments;
(7) Timely notification of clients and providers of the authorization determinations;
(8) A timely and objective appeal process in accordance with 25 TAC § 401.464, and for Medicaid recipients in accordance with 25 TAC § 412.313(b) (2) (c),
(9) Procedures to Give Notice of Fair Hearings (*see* Information Item Q); and
(10) Maintaining documentation on appeals.

h) Each biennium, Contractor shall review and update the quality management plan that includes the UM Program Plan and ensure that the plan includes a description of:
(1) Requirements relating to the UM Committee credentials, meetings, and training;
(2) How the UM Program's effectiveness in meeting goals shall be evaluated;
(3) How improvements shall be made on a regular basis;
(4) How the content of sections I.A.5.c) – e) in this Statement of Work are addressed and included as a part of the UM Program Plan; and
(5) The oversight and control mechanisms which will ensure that UM activities meet required standards when they are delegated to an administrative services organization or a System Agency-approved entity.

i) Contractor shall comply with the System Agency Texas Resiliency and Recovery (TRR) Waiting List Maintenance requirements for all individuals (adult or child/youth) who have requested mental health services from Contractor, which Contractor anticipates will not be available upon request:
(1) Initial Intake and Placement on Waiting Lists – Contractor shall develop and ensure the implementation of procedures to triage and prioritize service needs of individuals determined eligible for a LOC, but for which Contractor has reached or exceeded its capacity to provide the LOC. These procedures shall include a process for the assessment of an individual's urgency-of-needs using the Child and Adolescent Needs and Strengths Assessment (CANS), or Adult Needs and Strengths Assessment (ANSA), and a requirement that they be placed immediately on a waiting list for the unavailable LOCs for which they are eligible. The waiting list shall include individuals who are underserved due to resource limitations as well as those who have been authorized for LOC-8 (*i.e.,* waiting for all services). Individuals with Medicaid entitlement or whose

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assessment indicates a need for LOC-0 (*i.e.,* crisis) services shall not be placed on a waiting list. All medically necessary services shall be provided within timeframes specified by System Agency. Clients with Medicaid who are determined to be in need of Case Management and/or Medicaid Mental Health Rehabilitative Services shall be authorized for a LOC that meets their needs and shall not be underserved or placed on a waiting list. If an individual is determined to have an urgent need for services (*e.g.*, use of crisis services), they shall be given priority to enter ongoing services.

j) Specific Requirements for Medicaid Recipients

(1) General - Contractor shall deliver services to an individual who is a Medicaid recipient and has an identified need for Targeted Case Management or Mental Health Rehabilitative Services, and such an individual shall not be put on the waiting list. Individuals who were assessed to need Targeted Case Management or Mental Health Rehabilitative Services but did not become Medicaid eligible until after they were placed on the waiting list may not remain on a waiting list for longer than 60 calendar days. The date of eligibility will be the Medicaid Certification date or the Medicaid Effective date, whichever is later. A person who declines all services from Contractor may be taken off the waiting list.

(2) Mental Health Rehabilitative and Mental Health Targeted Case Management Services (both Intensive and Routine) - Medicaid recipients who are eligible for full Medicaid benefits shall not be placed on a waiting list for medically necessary Targeted Case Management or Mental Health Rehabilitative Services. Contractor shall make these services available to the individual whenever such services are indicated by the Uniform Assessment (UA) and in accordance with the Texas Resiliency and Recovery (TRR) Utilization Management (UM) Guidelines. If the UA process recommends that an individual receive a LOC that includes one or both of these services, and a Licensed Practitioner of the Healing Arts (LPHA) determines that the service or services are not medically necessary, then the LPHA shall document the reasons that the service is not indicated.

(3) Other Medicaid Mental Health Services - For Medicaid recipients who are eligible for full Medicaid benefits and have an identified need for medically necessary mental health services other than Mental Health Rehabilitative Services and Targeted Case Management (such as counseling or physician's services), Contractor shall remove them from the waiting list and provide these services to the individual or refer the individual to other local Medicaid providers. Contractor shall provide assistance with the referral if requested by the client. Contractor shall document actions taken on behalf of the client.

If Contractor lacks the capacity to deliver the services and no qualified local Medicaid provider is available, Contractor shall identify the nearest qualified Medicaid provider of the needed service or services. If the distance to the nearest available non-local (more than 75 miles from the individual's residence) provider is not, in the individual's opinion, a barrier to the individual accessing services, then Contractor shall refer the individual to the available service provider.

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Contractor shall document the discussion with the individual, and the individual's decision, regarding traveling to the non-local provider.

Contractor may place an individual on a waiting list for the needed service only if Contractor lacks the capacity to provide the needed service and there are no other internal or external qualified or accessible providers available to deliver the needed service. In such cases, Contractor shall review the availability of the service monthly in order to ensure that the individual receives the needed service once it becomes available. Contractor shall document the steps taken in the client file.

(4) Policies and Procedures for Waiting List Management – Contractor shall develop and maintain written policies and procedures that ensure that individuals who are already on a waiting list and subsequently establish Medicaid eligibility are identified, removed from the waiting list, and provided services as indicated and in accordance with this Statement of Work.

k) Contractor shall assess clients on the waiting list at least every 180 days using the CANS or ANSA.

l) Monitoring and Maintenance Requirements:
(1) Frequency of Monitoring:
(a) Contractor shall ensure that all children/youth on the waiting list are monitored at least once every 30 days from the date of placement on the waiting list to determine the continued need. Contractor shall ensure adults on the waiting list(s) who have a Level of Care Authorized (*i.e.,* LOC-A 8 or waiting for all services), and with a Level of Care Recommended (*i.e.,* LOC-R) of 3 or 4, are monitored at least once every 30 days from the date of placement on the waiting list to determine the continued need. Contractor shall ensure that individuals on the waiting list who have an LOC-A 8 (*i.e.,* waiting for all services) with an LOC-R of 1 or 2 are monitored at least once every 90 days from the date of placement on the waiting list to determine the continued need. This monitoring shall be conducted by a QMHP-CS and shall include a brief clinical screening to determine the current urgency of need.
(b) Contractor shall remove individuals placed on the waiting list when the individual begins to receive the recommended LOC, or no longer wants services. Except as described above, Contractor shall allow individuals who seek services to remain on the waiting list if the service need continues to be indicated and the individual desires to remain on the waiting list.
(c) Regarding all children/youth on the waiting list and adults with LOC-R of 3 or 4, if the client is not able to be contacted during the 30-day period, Contractor shall document all good faith efforts to contact that person or his/her Legally Authorized Representative (LAR) to determine the continued need for services. Regarding adults with LOC-R of 1 or 2, if the client is not able to be contacted during the 90-day period, Contractor shall document all good faith efforts to contact that person or his/her LAR to determine the continued need for services. Good faith efforts are defined as two or more attempts to contact

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the client, collateral contact, or LAR regarding service needs. A "collateral contact" or "collateral" is a source of information that is knowledgeable about the consumer or the consumer's life situation and serves to support or augment the available information relating to a consumer or the consumer's needs. Possible collateral contacts include, but are not limited to, past or present landlords, employers, school officials, neighbors, teachers, day care providers, and friends. One effort to contact must be in the form of a letter. Other efforts may be phone calls or letters to a client's home, job-site, or school. The QMHP-CS or designated staff may want to review the CARE system/Clinical Management for Behavioral Health Services (CMBHS) for designated collateral contacts who may assist in locating clients. Contacts with collaterals are subject to System Agency confidentiality requirements. Based on the information gathered, the waiting list data should be updated. If the client has not been contacted after a good faith effort has been made, the client may be removed from the waiting list. However, the client shall not be removed from the waiting list until at least 30 days after the preceding contact.

(2) Individuals who have limited financial resources:
  (a) Contractor shall demonstrate that individuals who are placed on the waiting list for medically necessary services receive a screening for benefits assistance.
  (b) Contractor shall notify its UM staff of dates relevant to each application (filed by or on behalf of a consumer screened or served by Contractor) for medical or other public assistance. For a Medicaid application, such dates include, at a minimum, the date which benefits begin (known as the "effective date") and the date of notification of benefit (known as the "certification date").

(3) Waiting List Manual – Contractor shall implement processes defined in the most current version of the Waiting List Maintenance Manual contained in the TRR Waiting List Maintenance Manual, Information Item R.

(4) An active duty military service member, or the spouse or children of an active duty service member, shall be maintained on the waiting list as outlined in Information Item R, TRR Waiting List Maintenance Manual.

m) Pursuant to Texas Administrative Code Title 25, Part 1, Chapter 412, Subchapter G, pertaining to Access to Mental Health Community Services and Standards of Care, Contractor shall utilize and enter information into the Inpatient Care Waitlist (ICW) through CMBHS within one (1) business day of the LMHA/LMHA determination that a client requires inpatient services, and there are no resources available in the local service area (*i.e.*, no beds available locally or at Contractor's designated state hospital). Information entered in CMBHS must include documentation of exhaustion of all good faith efforts to secure local resources. Contractor must designate a primary and secondary clinical staff person to act as the contact person to participate in Inpatient Care Waitlist activities and provide current clinical information on clients when necessary to support continuity of care. These individuals will be responsible for communicating, on an as-needed basis (at least daily), with HHSC and other parties relating to Inpatient Care Waitlist, and must respond to client information

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requests within one (1) business day. Submit these staff person's contact information as part of Form S, Contact List.

6. Oversight of Authority and Provider Functions:

Contractor shall:

a) Objectively monitor and evaluate service delivery and provider performance, including providing oversight information to Contractor's Board.

b) Ensure that each provider's non-compliance is corrected as soon as possible.

c) Require providers to use a Level Three-certified sign language interpreter, if available, and if not, a Level One-certified sign language interpreter, for persons with hearing impairments who request sign language interpreter services.

d) Follow the National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care, 2013 (or the most current version), for all served populations in accordance with the most current version of "Texas Cultural Competence Guidelines for Behavioral Health Organizations," available at: https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/behavioral-health-provider/lmha/tx-culutural-competence-guidelines-bh-orgs.pdf. This guidance document comprises a set of requirements, implementation strategies, and additional resources to help providers/programs establish and expand culturally and linguistically appropriate services.

e) Assist in the completion of Mental Health Adult Client or Child and Family surveys as required by System Agency.

f) Implement a Quality Management Program that includes:
   (1) A structure that ensures the program is implemented system-wide, including the involvement of stakeholders;
   (2) Allocation of adequate resources for implementation;
   (3) Oversight by staff members with adequate and appropriate experience in quality management;
   (4) Activities and processes that address identified clinical and organizational problems including data integrity and the processes to evaluate and continuously improve data accuracy;
   (5) An established set of remedies and timeline options for areas that need improvement or correction;
   (6) Routine reporting of Quality Management Program activities to its governing body, providers, other appropriate organizational staff members, and community stakeholders;
   (7) Consistent analysis of grievances, appeals, fair hearings, and expedited hearings, as well as data regarding incidents/accidents and mortality, as part of the Quality Management process;
   (8) Measuring, assessing, and improving Contractor's local authority functions;

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(9) Processes to systematically monitor, analyze, and improve performance of quality management activities, administrative services, client services, and outcomes for individuals;
(10) Biennial update of the Quality Management Plan approved by the governing board;
(11) Review of providers to determine whether they are consistent with System Agency-approved Evidence-Based Practices (EBPs), assessment accuracy, and person-directed recovery planning requirements;
(12) Ongoing monitoring of the quality of access to services, service delivery, and continuity of care;
(13) Ongoing monitoring of medical services in accordance with Texas Administrative Code Title 25, Part 1, Chapter 415, Subchapter A, pertaining to Prescribing of Psychoactive Medications;
(14) Provision of technical assistance to providers related to quality oversight necessary to improve the quality and accountability of provider services;
(15) Use of reports and data from System Agency to inform performance improvement activities, and assess unmet needs, service delivery problems, and effectiveness of authority functions for the LSA;
(16) Oversight of all services, contracts, and subcontractors, regardless of the amount of funding;
(17) Ensure compliance with HHSC-approved Evidence-Based Practices (EBPs) and fidelity protocols, per Information Item A and TRR UM Guidelines, as well as monitor and maintain documentation of employee training per EBP, which includes the following guidelines:
  (a) Fidelity monitoring is required for the following Children's Mental Health (CMH) EBPs:
    i. Cognitive Behavior Therapy
    ii. Trauma-Focused Cognitive Behavior Therapy
    iii. Seeking Safety
    iv. Skillstreaming and Aggression Replacement Techniques (ST-ART)
    v. Wraparound Implementation

  (b) Fidelity monitoring is recommended for the following CMH EBPs and promising practices:
    i. Nurturing Parenting
    ii. Safety Planning Intervention: The "Safety Plan Intervention" (Stanley & Brown, 2011) is a brief 20- to 45-minute intervention that provides an individual with a set of steps that can be used progressively to attempt to reduce risk and maintain safety when suicidal thoughts emerge. The Safety Plan Intervention (SPI) should follow a comprehensive risk assessment after strong rapport has been developed. Safety plans should be developed within a collaborative process among the provider, the individual at risk, and his or her close family and friends. Safety planning can be a stand-alone intervention utilized during crisis contacts (*e.g.*, in emergency departments, mobile crisis contacts), or as a part of an on-going treatment relationship.

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iii. Conduct Suicide Screenings:
  (a) C-SSRS – Columbia Suicide Severity Rating Scale
  (b) PHQ9 – Patient Health Questionnaire (9-question version)
  (c) Sheehan – Suicide Tracking Scale
  (d) SAFE-T
iv. Parent-Child Psychotherapy, including Parent Child Interaction Therapy (PCIT)
v. Barkley's Defiant Child and Barkley's Defiant Teen
vi. Preparing Adolescents for Young Adulthood (PAYA)
vii. Incredible Years
viii. Motivational Interviewing
ix. Family Therapy
x. Play Therapy

(18) Mechanisms to measure, assess, and reduce incidents of client abuse, neglect, and exploitation and to improve the client-rights protection processes. Suspicion and incidents of abuse, neglect, or exploitation of children, youth, or adults must be reported to the Department of Family & Protective Services as required by law. In addition, an employee, agent, or contractor who suspects or has knowledge that an individual served is being abused, neglected or exploited shall e-mail a written report to performance.contracts@hhsc.state.tx.us within 48 hours after suspicion or learning of an incident allegedly perpetrated by an employee, agent, or contractor. The report to System Agency must include the DFPS report number.
(19) Risk Management processes such as competency determinations and the management and reporting of incidents and deaths;
(20) Coordination of activities and information with the UM Program including participation in UM oversight activities as defined and scheduled by System Agency, which includes, but is not limited to, submission of data and supporting documentation, submission of self-audit reports, and participation in System Agency onsite reviews; and
(21) Oversight of new initiatives such as Crisis Redesign, Mental Health Service Delivery Re-Design, Local Provider Network Development, Jail Diversion, and Outpatient Competency Restoration.

g) Ensure all providers are implementing Texas Resiliency and Recovery (TRR), as specified by System Agency and provider EBPs, in accordance with System Agency fidelity requirements. Providers who do not meet adequate implementation shall submit a Plan of Improvement (POI) for identified problems and meet the following standards:
  (1) Within five (5) business days after receipt of a request from System Agency, develop a POI that adequately addresses the correction of any critical health, safety, rights, abuse or neglect issues identified by System Agency, and that includes a description of local oversight activities to monitor and maintain the correction of the identified problem, and submit to System Agency for approval; and

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(2) Within 14 business days after receipt of a request from System Agency, develop a POI that adequately addresses the correction of organizational, clinical, or compliance problems identified by System Agency during oversight activities, which includes a description of local oversight activities to monitor and maintain the improvement of the identified problem, and submit to System Agency for approval in accordance with the Submission Calendar in Information Item S.

h) If applicable, submit to System Agency evidence of initial or continued accreditation by a national accreditation organization (*e.g.*, American Association of Suicidology, Joint Commission, Commission on Accreditation of Rehabilitation Facilities (CARF), The Council on Quality and Leadership (CQL)), in accordance with the Submission Calendar in Information Item S. The submission shall include the accreditation review report and any plan of improvement created by Contractor in response to the accreditation review report.

i) Ensure that Contractor's buildings and associated properties are compliant with the Texas Accessibility Standards (TAS), Texas Health and Safety Code, Texas Department of Licensing and Regulation requirements, and the National Fire Protection Association (NFPA) Life Safety Code or International Fire Code.

j) Ensure that Contractor's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (ADA Plan) is reviewed by Contractor at least annually and updated as necessary, and ensure that the following information is posted prominently at each service location:
(1) The name, address, telephone number, Telecommunications Device for the Deaf (TDD) telephone number, fax number, and e-mail address of the ADA and the Rehabilitation Act of 1973 Coordinator(s);
(2) The location at which the ADA Plan may be viewed; and
(3) The process for requesting and obtaining copies of the ADA Plan.

k) Contractor shall enforces a Tobacco-Free Workplace. Certification shall be Policy that meets or exceeds all of the following minimum standards:
(1) Prohibits the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, and chewing tobacco;
(2) Designates the property to which the policy applies ("designated area"). The designated area must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Contractor owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to the designated area;
(3) Applies to all employees and visitors in the designated area; and
(4) Provides for or refers employees to tobacco use cessation services.
If Contractor cannot meet the minimum standards as set forth in this section, it must obtain a waiver from the System Agency.

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l) Contractor shall incorporate jail diversion strategies into the authority's resilience and recovery practices to reduce involvement with the criminal justice system:

(1) Jail diversion strategies shall address the needs of children and youth with serious emotional disturbances and adults with the following disorders as defined by the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5):
(a) schizophrenia,
(b) bipolar disorder,
(c) post-traumatic stress disorder,
(d) schizoaffective disorder, including bipolar and depressive types,
(e) anxiety disorder, and
(f) delusional disorder;

(2) Plans for jail diversion shall be incorporated into the Consolidated Local Service Plan.

m) Consumer Complaints: In accordance with Senate Bill 200 of the 84th Legislature, 2015 Regular Session, and HHS Consumer Inquiry and Complaint Policy, Circular C-052, HHSC shall collect consumer complaint and inquiry information from Contractors. Contractors shall establish a process for tracking, reporting, and analyzing consumer complaints and inquiries received locally to report to HHSC on a monthly schedule. Contractors shall maintain records sufficiently to allow for verification, tracking, and analysis:
1) Contractors shall report consumer complaint and inquiry information to HHSC via Form LL in accordance with Information Item S;
2) The data submitted shall include at a minimum:
(a) The numbers of inquiries and complaints,
(b) The number of complaints resolved (from that month and previous months),
(c) The number of complaints resolved that were substantiated,
(d) The average time for resolution of complaints,
(e) The percent resolved within 10 business days, and
(f) Summaries of cases that illustrate relevant patterns or trends.

Additionally, the Contractor must post its complaint process and client's rights officer's contact information on Contractor's website and establish a process for consumers to submit complaints and advise consumers how to contact the Office of the Ombudsman (OO) if that office does not resolve the complaint to their satisfaction.

7. Disaster Services

In the event of a local, state, or federal emergency, a criminal incident, a public health emergency, or a disaster, either natural or human-caused as declared by the Governor, Contractor shall assist System Agency's Disaster Behavioral Health Services (DBHS) program in providing disaster behavioral health services to mitigate the psychological trauma experienced by crime victims, survivors, and emergency responders from such an emergency, incident, or disaster. Disaster services may need to be provided outside Contractor's Local Service Area (LSA). Contractor shall assist survivors, emergency

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responders, and communities in returning to a normal (pre-disaster) level of functioning and shall assist in reducing the psychological effects of acute or prolonged distress. In the event individuals already receiving mental health services are affected, Contractor shall provide disaster behavioral health services to the affected individuals in conjunction with the individual's current support system. Contractor shall provide disaster behavioral health services in a manner which is most responsive to the needs of the emergency, incident, or disaster; which is cost effective; and which is as unobtrusive as possible to the primary services provided by Contractor under this Contract. Contractor shall be prepared to provide disaster behavioral health services with little or no advance notice.

Contractor shall provide disaster behavioral health services that include but are not limited to: Psychological First Aid (PFA), stress relief, Critical Incident Stress Management (CISM) modalities, crisis counseling, stress management, and the provision of referral services. Contractor shall use standardized data gathering, expense tracking, and reporting forms as provided by the System Agency.

Contractor's responsibilities may include, without being limited to, the following:

a) Every six months beginning with the first quarter, provide the DBHS office, using Form T, the names and 24-hour contact information of:
   1) At least two individuals identified by Contractor who serve as the disaster behavioral health point of contact and are trained in providing disaster behavioral health services;
   2) Contractor's Risk Manager or Safety Officer; and
   3) Contractor's Chief Fiscal Officer or Agent.

The information submitted shall include whether these identified individuals have been trained in PFA National Incident Management System 100, 200, 300, 700, 800 and/or CISM modalities on the System Agency's Form T, Disaster Contact List.

b) Collaborate with System Agency to coordinate disaster/emergency, incident, and/or disaster response activities, including but not limited to: community post-emergency, incident, and/or disaster behavioral health needs assessments, standard report of damage to facilities, impact on staff/consumers (evacuated or displaced from residence), and service provision.

c) Assign employees trained in PFA, National Incident Management System 100, 200, 700 and/or CISM modalities to assist System Agency during local, state, or federally-declared disasters to meet staffing needs for Disaster District Committees, shelters, morgues, schools, hospitals, Disaster Recovery Centers (DRCs), Medical Operations Centers (MOC), Points of Distribution (POD), community support centers, death notification centers, family assistance centers (FAC), Family Recovery Centers (FRC), or other locations identified by DBHS.

d) Contract with System Agency to provide crisis counseling services following federal disaster declarations that include Individual Assistance. These services are funded through the Federal Emergency Management Agency - Crisis Counseling Assistance

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and Training Program (FEMA-CCP). CCP services include housing, hiring, and co-managing CCP Team(s). (*See* the following link for further federal guidance: https://www.samhsa.gov/dtac/ccp-toolkit.) Contractual responsibilities include adhering to all System Agency required programmatic and financial deadlines, all federal grant guidelines and regulations, and ensuring grant funds are used as efficiently as possible to reduce the risk of fraud, waste, and abuse.

e) Participate in emergency management and disaster preparedness response and recovery programs, exercises, drills, and trainings relating to the provision of behavioral health services in emergencies, criminal incidents, or disasters, which focus on prevention, preparedness, response, and recovery.

8. YES Waiver:

The Texas Health and Human Services Commission (HHSC) is the Texas Medicaid Agency and operates the Section 1915(c) Medicaid Home and Community-Based Services Waiver Program called "YES Waiver." The YES Waiver is administered under Social Security Act § 1915(c). The purpose of this Statement of Work is to set out the requirements of the Contractor in providing intake, Wraparound facilitation, and access to the core services for the YES Waiver ("the Waiver"). The YES Waiver serves to prevent or reduce institutionalization or other out-of-home placement of children and adolescents ages 3 through 18 with serious emotional disturbance (SED), enable more flexibility in providing intensive community-based services for children and adolescents with SED, and provide support for their families by improving access to services.

As part of the Medicaid application and clinical eligibility determination process, an individual's financial eligibility to receive services under the Waiver based upon Medicaid eligibility requirements is assessed in accordance with Title 26 Texas Administrative Code § 307.5, YES Eligibility Criteria, and all other eligibility requirements in the YES Manual. Parental income is not included in the determination of financial eligibility, thereby reducing the current incentive for parents to relinquish custody in order to obtain access to Medicaid coverage for mental health treatment.

Contractor shall comply with all policies outlined in the current version of the YES Manual and the YES Waiver User Guide (YES User Guide), the CMS YES Waiver Application, and Title 26 TAC § 307. To the extent this Contract Attachment imposes a higher standard, or additional requirements beyond those required by the YES Manual, the terms of this Contract Attachment will control. This includes but is not limited to:

a) Local YES Administrative Activities:
   (1) Including requirements found on the LMHA/LBHA website. At a minimum, for LMHA/LBHAs, WPOs, and CWPs:
      (a) use HHSC approved online content and information about the YES Waiver program;
      (b) list the YES Waiver service array and CWPs available in the LMHA/LBHA service area;
      (c) provide information describing the Wraparound process; and

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(d) use any HHSC-approved multimedia content directed and intended for individuals and providers.

(2) Managing and maintaining an Inquiry List of individuals who are seeking YES Waiver services. This inquiry list should include every caller who contacts the inquiry line to inquire about YES Waiver services even if they are immediately determined to not meet demographic eligibility criteria or are immediately referred to another Level of Care (LOC) or program. This includes but is not limited to:

(a) Establishing and maintaining an Inquiry phone line with voice messaging capabilities;

(b) Notifying System Agency if the program experiences any technical issues that impede functionality of the Inquiry Line;

(c) Utilizing System Agency-approved language on the voice message, which shall include all required information (*see* User Guide for Inquiry Line Script) when answering and returning calls to individuals;

(d) Operating a phone line that is monitored by a live person within normal business hours;

(e) Answering or returning calls made to the Inquiry phone line within one (1) business day;

(f) Registering interested individuals on the Inquiry List in the order in which their call is received;

(g) Scheduling a face-to-face clinical eligibility assessment within seven (7) business days of the date that each individual was determined to meet demographic eligibility. Exceptions to the timeline are considered only at the request of the individual and/or Legally Authorized Representative (LAR), and must be documented in the individual's case records; and

(h) Submitting a complete and up-to-date Inquiry List to System Agency by the fifth (5th) business day of the following month, utilizing the Inquiry List template provided by the System Agency, which is available on the YES Waiver Providers Website: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers.

(3) Contractor shall not exceed their maximum enrollment number (capacity) without prior approval from System Agency. Contractor's capacity number is maintained on the YES Waiver Data webpage, which is incorporated by reference and can be found at https://hhs.texas.gov/about-hhs/records-statistics/data-statistics/yes-waiver-data. Contractor shall not exceed the maximum enrollment threshold at any time of the contract year. Exceptions are as follows:

(a) Except as authorized by System Agency to enroll an individual determined to be at imminent risk of relinquishment in accordance with 26 TAC Section 307.13 and the YES Manual, posted at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers.

(b) Except when an LMHA/LBHA accepts for transfer a client enrolled in the YES Waiver from another LMHA/LBHA.

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(c) Upon approval from System Agency to serve above the stated capacity.

(4) Contractor shall not maintain a wait list for individuals who have called in and inquired about YES Waiver services, or for YES Waiver enrollment for children determined to meet eligibility criteria for YES Waiver. LMHA/LBHA shall not assess individuals from the YES Inquiry List unless the LMHA/LBHA is below the maximum enrollment or authorized by System Agency to enroll a client determined to be at imminent risk of relinquishment, in accordance with 26 TAC Section 307.13 and the YES Manual, posted at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers.

(5) Assist with the Waiver enrollment activities of interested individuals by completing all activities necessary for Waiver enrollment. This includes, but is not limited to, assisting in the completion of enrollment activities in accordance with the YES Manual posted at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers.

(6) Assisting individuals in obtaining and maintaining Medicaid eligibility;

(7) Assisting in the completion of necessary enrollment processes, including enrollment forms, provider selections, and notifications and transfers to selected providers as applicable.

(8) Maintaining open and professional communication and coordination with each Wraparound Provider Organization (WPO) and Comprehensive Waiver Provider (CWP);

(9) Responding to or delivering information or documentation to ensure health and safety of clients and timely delivery of YES Waiver services;

(10) Submitting Critical Incident Reports to HHSC within 72 hours of receiving the report, and in compliance with all other requirements contained in the YES Manual;

(11) Adhering to all other requirements in the YES Manual related to conducting child and family team meetings and updating the crisis and safety plan following a critical incident;

(12) Performing Quality Management (QM) activities. Contractor shall collect data, measure, assess, and work to improve dimensions of performance through focus on various aspects of care. Contractor shall include the following activities in the QM Plan outlined in Section I.A.5.h):

(a) Assisting in the timely provision of enrollment and delivery of services to Waiver participants;

(b) Adhering to established policies and procedures in the YES Manual and YES User Guide;

(c) Ensuring continuity of care, as applicable; and

(d) Participating in desk or onsite reviews conducted by YES QM department or Wraparound fidelity reviews conducted by System Agency or System Agency Designee at any time designated by System Agency.

(13) Responding to System Agency requests for information and documentation within three (3) business days, unless provided a System Agency-approved extension.

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b) Serving as a Wraparound Provider Organization (WPO) when chosen by YES Waiver participants. This includes but is not limited to:
   (1) Providing WPO services according to policies outlined as they exist at the time of Contract execution, or as modified during the Contract term, in the YES Manual, YES User Guide, in the Centers for Medicare and Medicaid Services (CMS) waiver application, and in Title 26 TAC § 307;
   (2) Participating in onsite, telephonic, and/or virtual support with System Agency or a System Agency Designee related to Wraparound fidelity;
   (3) Participating in trainings, technical assistance calls, or webinars conducted by System Agency or System Agency Designee;
   (4) Providing Wraparound according to fidelity requirements outlined by System Agency or Designee;
   (5) Facilitating the development of Waiver participant Individual Plans of Care (IPCs) in accordance with the YES Manual posted at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers;
   (6) Submitting Initial and Renewal IPCs within 10 business days of the latter of System Agency's authorizing the Clinical Eligibility Determination or being selected by the participant to serve as the WPO. Exceptions to the timeline are considered only at the request of the Waiver participant or Legally Authorized Representative (LAR), or medical consenter, and must be documented in the Waiver participant's case records.
   (7) Submitting revision IPCs to Clinical Management for Behavioral Health Services (CMBHS) for approval within five (5) business days of completion and in accordance with the YES Manual posted at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers;
   (8) Developing the person-centered plan for waiver services using Wraparound Planning Process, in accordance with applicable Waiver standards, policies, and procedures, including 26 TAC Chapter 307, Subchapter A;
   (9) Providing transition planning and service coordination in accordance with requirements in YES Manual, and submitting transition plans within CMBHS in accordance with requirements in the YES Manual and YES User Guide;
   (10) Ensuring that staff providing Wraparound are within the recommended Wraparound provider organizational caseload ratios and submitting a written request for approval to exceed caseload sizes if the situation arises where that is necessary. The written request to exceed caseload sizes should include a plan to remedy the issue, and should be submitted to the contract manager and the System Agency for review and approval. The Wraparound facilitator to client ratio should not exceed 1:10; the Wraparound team lead to client ratio should not exceed 1:5; and the Wraparound supervisor to Wraparound facilitator ratio should not exceed 1:7;
   (11) Monitoring service utilization for compliance with the HHCS-approved IPC for each Waiver participant;

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(12) Ensuring all YES providers meet all criminal history, state, and federal registry checks and training requirements, prior to delivery of services and thereafter as required in the YES Manual;
(13) Providing engagement activities to facilitate Waiver participation in all Waiver services in the System Agency-approved IPC;
(14) Performing Quality Management (QM) activities. Contractor shall collect data and measure, assess, and work to improve dimensions of performance through a focus on various aspects of care. Contractor shall include the following activities in the QM Plan outlined in Section I.A.5.h):
(a) Providing timely access to services;
(b) Developing plans of care and services based on underlying needs and outcome statements;
(c) Ensuring services are provided according to the Waiver participant's System Agency-approved IPC;
(d) Ensuring documented attempts are made to engage natural and formal supports to participate in child and family team meetings;
(e) Assuring development and revision of Waiver participant's Wraparound Plan and IPC;
(f) Ensuring health and safety risk factors are identified and updated;
(g) Collecting and analyzing critical incident data;
(h) Ensuring individual service providers are credentialed and trained;
(i) Adhering to established policies and procedures; and
(j) Providing continuity of care.
(15) Maintaining open and professional communication and coordination with each Waiver Provider;
(16) Maintaining staff that are dedicated to providing Wraparound facilitation; and
(17) Submitting a written request for approval to operate a blended caseload if any Wraparound facilitators are providing any other services other than Wraparound. The written request to operate a blended caseload should be submitted to the contract manager and the System Agency for review and approval.

c) Cooperation with System Agency:
(1) Cooperating with and assisting System Agency and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse, including the Office of Inspector General at System Agency;
(2) Allowing System Agency access to information or records related to Waiver participants, in accordance with applicable law, rules, or regulations, at no cost to the requesting agency;
(3) Allowing representatives of the System Agency, or the System Agency Designee who is responsible for Wraparound coaching and training and fidelity assessments, and the Texas Department of Family and Protective Services, Office of the Attorney General Medicaid Fraud, and United States Department of Health and Human Services full and free access to Contractor's staff or subcontractors and all locations where the Contractor or subcontractors perform activities related to the Waiver;

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(4) Participating in Wraparound fidelity reviews, which includes providing requested client or organizational data and information to System Agency or System Agency Designee; and
(5) Participating in scheduled meetings, webinars, or trainings related to the YES Waiver or Wraparound.

B. Adult Services

1. Community Services:
   a) Contractor shall provide the community-based services outlined in Health and Safety Code Chapter 534, § 534.053, which are incorporated into services defined in Information Item G.

   b) Contractor shall establish a reasonable standard charge for each service containing an asterisk (*) in Information Item G.

2. Populations Served:
   a) Adult Mental Health (MH) Priority Population: Adults who have severe and persistent mental illnesses such as schizophrenia, major depression, bipolar disorder, post-traumatic stress disorder, obsessive compulsive disorder, anxiety disorder, attention deficit/hyperactivity disorder, delusional disorder, bulimia nervosa, anorexia nervosa, or other severely disabling mental disorders which require crisis resolution or ongoing and long-term support and treatment.

   b) Initial Eligibility:

      (1) An individual age 18 or older who has a diagnosis of severe and persistent mental illness with the application of significant functional impairment and the highest need for intervention, which is operationalized as the uniform assessment; or

      (2) An individual age 18 or older who was served in children's MH services and meets the children's MH priority population definition prior to turning 18 is considered eligible for one year.

   c) Individuals with only the following diagnoses are excluded from this provision:
      (1) Substance Related Disorders as defined in the following DSM-5 diagnostic codes: F10.10-F19.99, Z72.0.
      (2) Mental disorders due to known physiological conditions: F01-F09.
      (3) Intellectual and Developmental Disability (IDD) as defined in the following DSM-5 diagnostic codes: F70, F71, F72, F73, F79.
      (4) Autism spectrum disorder as defined in the following DSM-5 diagnostic code: F84.0.

   d) Service Determination:
      (1) In determining services to be provided to the priority population, the choice of and admission to medically necessary services is determined jointly by the individual seeking service and Contractor.
      (2) Criteria used to make these determinations are the Level of Care Recommended (*i.e.,* LOC-R) of the individual as derived from the Uniform Assessment (UA), the needs

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of the individual, Texas Resiliency and Recovery (TRR) Utilization Management (UM) Guidelines, and the availability of resources. Clients authorized for care by Contractor through a clinical override are eligible for the duration of the authorization.

e) Continued Eligibility for Services:
   (1) Reassessment by the provider and reauthorization of services by Contractor determines continued need for services. This activity is completed according to the UA protocols and TRR UM Guidelines.
   (2) Assignment of diagnosis in Client Assignment and Registration System (CARE) is required any time the diagnosis changes and at least annually from the last diagnosis entered into CARE.

f) Documentation Required:
   In order to assign a primary diagnosis to an individual, documentation of the required diagnostic criteria, and the specific justification of significant functional impairment, shall be included in the client record. This information shall be included as a part of the required assessment information.

g) UA Requirements:
   (1) The System Agency-approved UA for Adults includes the following instruments:
      (a) Adult Needs and Strengths Assessment (ANSA).
      (b) Diagnosis-Specific Clinical Rating Scales;
      (c) Community Data; and
      (d) Authorized LOC.
   (2) The above instruments are required to be completed once an individual has been screened and determined in need of assessment by Contractor. The initial assessment is the clinical process of obtaining and evaluating historical, social, functional, psychiatric, developmental, or other information from the individual seeking services, in order to determine specific treatment and support needs.
   (3) Staff administering the instruments must have documented training in the use of the instruments and must be a QMHP-CS, with the exception of the Diagnosis-Specific Clinical Rating Scales which may be administered by a QMHP-CS or Licensed Vocational Nurse (LVN). Staff administering the instruments must have documentation of certification in the ANSA. Certification must be updated annually through a System Agency-approved entity.;
   (4) The UA shall be administered according to the timeframes delineated in Information Item C at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts.

h) Adult Data Submission Requirements:
   (1) Contractor shall submit all required information in compliance with the schedule established by System Agency through either CARE/WebCare or Clinical Management for Behavioral Health Services System (CMBHS) as set forth in the following table:

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Required Submission	Approved Data Submission Methods			
	CMBHS Online (Use of the CMBHS web interface)	**CMBHS Batch**	**CARE/WebCare Online**	**CARE/WebCare Batch**
TRR Adult UA using the Adult Needs and Strengths Assessment (ANSA)	**Yes**	**Yes**	**No**	**No**
Assignments (Service, Activity, and Destination)	**No**	**No**	**Yes**	**Yes**
Case Maintenance (Case delete, ID merge, and ID split)	**No**	**No**	**Yes**	**No**
Client Profile (New and Updated)	**Yes**	**No**	**Yes**	**Yes**
Diagnosis	**Yes**	**No**	**Yes**	**Yes**
Follow-up Contact	**No**	**No**	**Yes**	**Yes**
CARE County of Residence	**No**	**No**	**Yes**	**No**
Separations	**No**	**No**	**Yes**	**No**
Consent	**Yes**	**No**	**N/A**	**N/A**

(2) Contractor may only batch to CMBHS if Contractor has submitted Form U, CMBHS Assessment Attestation, regarding data exchange.

(3) Contractor shall no longer enter, and System Agency will no longer accept, UA information through WebCare or the CARE System. UA data must be entered into CMBHS online or through a System Agency-approved data exchange process.

3. Service Requirements:
Contractor shall:

a) Comply with UA requirements outlined in Section I.A.u)(2) above. The UA is not required for individuals whose services are not funded with funds paid to Contractor under this Statement of Work.

b) Implement a Patient and Family Education Program (PFEP) in which clients and family are provided with education and educational materials related to diagnosis and medication. Guidelines available from the National Institute of Mental Health (NIMH) are incorporated by reference and can be found at http://www.nimh.nih.gov/health/index.shtml. SAMHSA's Illness Management and Recovery Evidence-Based Practices KIT, or alternative guidelines approved by System Agency and posted on the HHSC website, on a schedule determined by System Agency, can be used to satisfy this requirement as well. If clients and/or their

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families and caregivers have not been educated about their diagnosis, the reason for the lack of education shall be documented in the clinical progress notes.

c) Implement Texas Resiliency and Recovery (TRR) and apply to all clients whose services are funded with Statement of Work funds:
   (1) Develop a service delivery system in accordance with the most current versions of System Agency's TRR UM Guidelines, the Adult Needs and Strengths Assessment (ANSA), and the Fidelity Instruments;
   (2) Ensure that each adult who is identified as being potentially in need of services is screened to determine if services may be warranted;
   (3) Ensure that clients seeking services are assessed to determine if they meet the requirements of priority population, and, if so, ensure that a full assessment is conducted and documented using the most current versions of the System Agency UA instruments. Individuals who are admitted into services whose services are not funded in whole or in part with contract funds are exempt from inclusion in TRR regardless of priority population status;
   (4) Make available to each client recommended and authorized for a Level of Care (LOC), as indicated by the Adult Needs and Strengths Assessment (ANSA) all services and supports within the authorized LOC ("LOC-A"):
      (a) If a non-Medicaid-eligible individual cannot be served in the recommended LOC, or if the individual refuses the recommended LOC, the individual may be served at the next most appropriate LOC. If no services are available at the next most appropriate LOC, then the non-Medicaid-eligible individual shall be placed and monitored on a waiting list;
      (b) Medicaid-eligible individuals may not have services denied, reduced, suspended, or terminated due to lack of available resources; and
      (c) If a Medicaid-eligible individual refuses the recommended LOC, the individual may be served at the next most appropriate LOC, as long as the services within that LOC are appropriate and medically necessary to address the individual's mental illness.
   (5) Ensure Medicaid-eligible individuals are provided with any medically necessary Medicaid-funded MH services within the recommended LOC without undue delay;
   (6) Ensure that Cognitive-Behavioral Therapy (CBT) is provided by a Licensed Practitioner of the Healing Arts (LPHA), practicing within the scope of a license, or, when appropriate and not in conflict with billing requirements, by an individual with a master's degree in a human services field (*e.g.*, psychology, social work, family therapy or counseling), who is pursuing licensure under the direct supervision of an LPHA. The LPHA providing CBT shall meet System Agency competency requirements as outlined in the Information Item A;
   (7) Ensure that providers of services and supports within TRR are trained in the System Agency-approved EBPs prior to the provision of these services and supports. System Agency-approved EBPs are:
      (a) Assertive Community Treatment Services: Substance Abuse and Mental Health Services Administration (SAMHSA) Assertive Community Treatment Services;

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(b) Counseling: Cognitive Behavioral Therapy;
(c) Psychosocial Rehabilitation: SAMHSA Illness Management and Recovery (annual re-certification required);
(d) Supported Employment: Individual Placement and Support (IPS) from the IPS Employment Center at the Rockville Institute or SAMHSA-Supported Employment Toolkit;
(e) Supportive Housing: SAMHSA Permanent Supportive Housing Toolkit; and
(f) Co-Occurring Psychiatric and Substance Use Disorders (COPSD) (annual re-certification required).

(8) Ensure that supervisors of services and supports within TRR are trained as trainers in the System Agency-approved EBPs, are trained in the EBPs, or have provided the evidence-based practices prior to the supervision of the EBPs. Supervisors must complete this requirement within 180 days of assuming a supervisory position. If supervisors are unable to complete this requirement within 180 days of assuming the supervisory position, the LMHA/LBHA must submit a plan to the department outlining how the supervisor will fulfill this requirement;

(9) Use the UA and other relevant clinical information to document the assessment of individuals seeking services and to reassess current clients in services when update assessments are due or significant changes in functioning occur, in order to determine the recommended LOC for a client;

(10) Utilize information from the Adult Needs and Strengths Assessment (ANSA) and other relevant clinical information to:
(a) Recommend a LOC;
(b) Determine whether the client should be transferred to another provider; and
(c) Determine if a client should be discharged from services.

(11) Use the flexible funds that shall be made available by Contractor, in accordance with the TRR UM Guidelines;

(12) Assertive Community Treatment (ACT) Services provided by Contractor shall meet the minimum TRR UM Guidelines for LOC-4, and shall follow the most current Dartmouth Assertive Community Treatment Scale (DACTS) Fidelity Instrument;

(13) Application of EBPs: If an individual has a documented need (that is, scoring a 2 or 3) on the Employment, Residential Stability or Substance Abuse items of the ANSA, Contractor shall document encounters using the H2014U3, H2017U3, and H2023 for Employment needs; H2014U2, H2017U2, H0046U2, and H0046U1U2 for Residential Stability; and base procedure codes H2011, H2014, H2017, H0034, and T1017 with the service identifier, "COPSD," for Co-occurring Psychiatric and Substance Use Disorders. These encounters will follow documentation rules outlined in 26 TAC Chapter 406, Subchapter F, and 26 TAC Chapter 306, Subchapter A.

(14) Contractor shall serve individuals, with monies allocated through Crisis Redesign, for engagement, transition, and intensive ongoing services in accordance with TRR UM Guidelines. CARE Report III shall be completed in accordance with Instructions for MH Report III, Information Item D, and

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submission timelines as outlined in Information Item S, Submission Calendar. Performance measures are outlined in Section II. below; and

(15) Contractor shall maintain access to CMBHS even if Contractor utilizes an approved batch process.

d) Submit encounter data for all services according to the procedures, instructions, and schedule established by System Agency, including all required data fields and values in the current version of the System Agency Community Mental Health Service Array. The current version of System Agency Community Mental Health Service Array (*i.e.*, Report Name: INFO Mental Health Service Array Combined) can be found in the Mental and Behavioral Health Outpatient Warehouse (MBOW), in the General Warehouse Information, Specifications subfolder.

e) Comply with the following Medicaid-related items:
(1) Contract with System Agency to be a provider of Medicaid MH Rehabilitative Services;
(2) Contract with System Agency to be a provider of Medicaid MH Case Management and with System Agency to participate in Medicaid Administrative Claiming;
(3) Recognize that funding earned through billings to Texas Medicaid and Healthcare Partnership (TMHP) for Medicaid MH Case Management and Medicaid MH Rehabilitative Services represents the federal share and the State match; and
(4) Submit billing for the provision of Medicaid MH Case Management and Medicaid MH Rehabilitative Services to TMHP.

f) Utilize non-contract funds and other funding sources (*i.e.*, any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other Federal, State, or local, or private, funding sources) whenever possible to maximize Contractor's financial resources. This includes:
(1) Provided the Contractor can reach mutually-agreeable terms and conditions with Medicaid and CHIP managed care organizations (MCOs), the Contractor shall enter into network provider agreements with, and bill, MCOs for Medicaid- and CHIP-covered services;
(2) Become a Medicaid provider and bill the HHSC claims administrator for Medicaid-covered services provided to traditional Medicaid clients;
(3) Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
(4) Comply with the Charges for Community Services Rule as set forth in Title 25 of the Texas Administrative Code, Part 1, Chapter 412, Subchapter C, to maximize reimbursement from individuals with an ability to pay for services provided;
(5) Bill all other funding sources for services provided under this Contract before submitting any request for reimbursement to System Agency;
(6) Provide all billing functions at no cost to the client; and
(7) Use Temporary Assistance for Needy Families (TANF), TANF transfer to Title XX, and Base Title XX funds to provide comprehensive community MH services

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to clients with severe and persistent mental illness. Contractor shall utilize the funds under 42 USC § 1397 (also known as Title XX of the Social Security Act) for the provision of the following services to clients in the priority population and report this information on Form L, Expenditures for Title XX:

(a) Case management services, which are services or activities for the arrangement, coordination, and monitoring of services to meet the needs of individuals and families. Component services and activities may include individual service plan development, counseling, monitoring, developing, securing, and coordinating services; monitoring and evaluating client progress; and assuring that clients' rights are protected. This service includes Routine Case Management as defined in Information Item G.

(b) Education and Training Services, which are those services provided to improve knowledge or daily living skills and to enhance cultural opportunities. Services may include instruction or training in, but are not limited to, such issues as consumer education, health education, community protection and safety education, literacy education, English as a second language, and General Educational Development (G.E.D.). Component services or activities may include screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources.

(c) This service includes Psychosocial Rehabilitative Services and Skills Training and Development Services as defined in Information Item G.

(d) Housing services are those services or activities designed to assist individuals or families in locating, obtaining, or retaining suitable housing. Component services or activities may include tenant counseling; helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests; and assisting individuals and families to understand leases, to secure utilities, or to make moving arrangements and minor renovations. This service includes Supportive Housing as defined in Information Item G.

(e) Employment Services, which are those services or activities provided to assist individuals in securing employment or acquiring or learning skills that promote opportunities for employment. Component services or activities may include employment screening, assessment, or testing; structured job skills and job -seeking skills; specialized therapy (*e.g.*, occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources. This service includes Supported Employment as defined in Information Item G.

(f) Counseling services, which are services or activities that apply therapeutic processes to personal, family, situational, or occupational problems, in order to bring about a positive resolution of the problem and improve individual and family functioning or circumstances. Problem areas may include:
   i. Family and marital relationships;
   ii. Parent-child problems; and/or

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iii. Drug abuse when in conjunction with a serious emotional disturbance. This service includes Counseling as defined in Information Item G.

(g) Health related and home health services are those in-home or out-of-home services or activities designed to assist individuals and families to attain and maintain a favorable condition of health. Component services and activities may include providing an analysis or assessment of an individual's health problems and the development of a recovery plan; assisting individuals to identify and understand their health needs; assisting individuals to locate, provide/secure, and utilize appropriate medical treatment, preventive medical care, and health maintenance services, including in-home health services and emergency medical services; and providing follow-up services as needed. This service includes Pharmacological Management as defined in Information Item G.

(h) Other services meeting the requirements for TANF, TANF transfer to Title XX, or BASE Title XX funds, as approved by System Agency.

g) Provide services to all clients without regard to the client's history of arrest, charge, fine, indictment, incarceration, sentence, conviction, probation, deferred adjudication, or community supervision for a criminal offense.

h) Develop and implement written procedures to identify clients with Co-Occurring Psychiatric and Substance Use Disorders (COPSD), identify available resources, provide referrals and continuity of care for ongoing services as necessary to address the client's unmet substance-use treatment needs in accordance with Title 25 of the Texas Administrative Code, Part 1, Chapter 411, Subchapter N. Nothing herein shall prohibit a physician from considering a client's substance use in prescribing medications.

i) Conduct all initial and on-going diagnostic assessments face-to-face or by tele-medicine/tele-health with the individual, in order to determine priority population eligibility.

j) Submit financial data regarding co-pays, deductibles, and premiums related to Medicare Part D or other information related to expenditures for medications as requested by System Agency and in the form and format prescribed by System Agency.

k) Implement crisis services in compliance with the standards outlined in Crisis Service Standards, Information Item V.

C. Children's Services

1. Community Services:
   a) Contractor shall provide the community-based services outlined in Health and Safety Code Chapter 534, Section 534.053, which are incorporated into services defined in Information Item G.

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b) Contractor shall establish a reasonable standard charge for each service containing an asterisk (*) in Information Item G.

2. Populations Served:
   a) Child and Youth Mental Health (MH) Priority Population – The children's mental health priority population are children ages 3-17 with serious emotional disturbance (excluding a single diagnosis of substance abuse, intellectual or developmental disability, or autism spectrum disorder), who have a serious functional impairment, or who:
      (1) Are at risk of disruption of a preferred living or children care environment due to psychiatric symptoms, or
      (2) Are enrolled in special education because of a serious emotional disturbance.

   b) CMH Ineligible Codes:
      (1) Ineligible single diagnoses of substance abuse: Substance Related Disorders as defined in the following DSM-5 diagnostic codes (same as Adult Mental Health (AMH)): F10.10, F10.121, F10.129, F10.14, F10.159, F10.180, F10.181, F10.20, F10.221, F10.229, F10.231, F10.232, F10.239, F10.24, F10.259, F10.26, F10.27, F10.280, F10.281, F10.182 F10.288, F10.921, F10.929, F10.94, F10.959, F10.96, F10.97, F10.980, F10.981, F10.982, F10.988, F10.99, F11.10, F11.121, F11.122, F11.129, F11.14, F11.181, F11.188, F11.20, F11.221, F11.222, F11.229, F11.23, F11.24, F11.182, F11.281, F11.282, F11.288, F11.921, F11.922, F11.929, F11.94, F11.981, F11.982, F11.988, F11.99, F12.10, F12.121, F12.122, F12.129, F12.159, F12.180, F12.188, F12.20, F12.221, F12.222, F12.229, F12.259, F12.280, F12.288, F12.921, F12.922, F12.929, F12.959, F12.980, F12.988, F12.99, F13.10, F13.121, F13.129, F13.14, F13.159, F13.180, F13.181, F13.182, F13.20, F13.221, F13.229, F13.231, F13.232, F13.239, F13.24, F13.259, F13.27, F13.280, F13.281, F13.282, F13.288, F13.921, F13.929, F13.94, F13.959, F13.97, F13.980, F13.981, F13.982, F13.988, F13.99, F14.10, F14.121, F14.122, F14.129, F14.14, F14.159, F14.180, F14.181, F14.182, F14.188, F14.20, F14.221, F14.222, F14.229, F14.23, F14.24, F14.259, F14.280, F14.281, F14.282, F14.288, F14.921, F14.922, F14.929, F14.94, F14.959, F14.980, F14.981, F14.982, F14.988, F14.99, F15. 229, F15.10, F15.121, F15.122, F15.129, F15.14, F15.159, , F15.180, F15.181, F15.188, F15.20, F15.221, F15.222, F15.23, F15.24, F15.259, F15.280, F15.281, F15.288, F15.921, F15.922, , F15.929, F15.93, F15.94, F15.959, F15.980, F15.981, F15.988, F15.99, F16.10, F16.121, F16.129, F16.14, F16.159, F16.180, F16.20, F16.221, , F16.229, F16.24, F16.259, F16.280, F16.921, F16.929, F16.94, F16.959, F16.980, F16.983, F16.99, F17.200, F17.203, F17.208, F17.209, F18.10, F18.121, F18.129, F18.14, F18.159, F18.17, F18.180, F18.188, F18.20, F18.221, F18.229, F18.24, F18.259, F18.27, F18.280, F18.288, F18.921, F18.929, F18.94, F18.959, F18.97, F18.980, F18.988, F18.99, F19.10, F19.121, F19.129, F19.14, F19.159, F19.17, F19.180, F19.181, F19.182, F19.188, F19.20, F19.221, F19.229, F19.231, F19.239, F19.24, F19.259, F19.27, F19.280, F19.281, F19.282, F19.288, F19.921, F19.94, F19.959, F19.97, F19.980, F19.981, F19.982, F19.988, F19.99, Z72.0.
      (2) Ineligible diagnoses for IDD (same as AMH): F70, F71, F72, F73, F79.
      (3) Ineligible diagnosis for Autism spectrum disorder: F84.0.

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c) Age Limitations:
   (1) Children under the age of three (3) who have a diagnosed physical or mental health condition are to be served through the Early Childhood Intervention (ECI) program; and
   (2) Youth 17 years old or younger must be screened for CMH services. Youth receiving CMH services who are approaching their 16th birthday and continue to need mental health services shall be screened for Transition-Age Youth ("LOC-TAY") Services, or be transferred to Adult Mental Health (AMH) Services on their 18th birthday. Youth may be referred to another community provider, depending upon the individual's needs. Individuals reaching 18 years of age who continue to need mental health services may be transferred to AMH services without meeting the adult priority population criteria and served for up to one (1) additional year. Individuals who are 18 years of age or older and have previously received CMH services must be screened for LOC-TAY or AMH services using System Agency-approved UA.
   (3) For purposes of this contract, definitions of "child," "adolescent," and "transition age youth" are as follows:
      (a) "Child": An individual who is at least three (3) years of age, but younger than 13 years of age.
      (b) "Adolescent": An individual who is at least 13 years of age, but younger than 19 years of age.
      (c) "Transition Age Youth": An individual who is at least 16 years of age, but younger than 26 years of age.

d) Service Determination:
   (1) In determining services and supports to be provided to the child/adolescent and family, the choice of and admission to medically necessary services and supports are determined jointly by the child/adolescent and/or family/Legally Authorized Representative (LAR) and the Contractor.
   (2) Criteria used to make these determinations are from the recommended LOC (LOC-R) of the individual, as derived from the UA, the needs of the individual, TRR UM Guidelines, and the availability of resources.
   (3) Children/Youth authorized for care by Contractor through a clinical override are eligible for the duration of the authorization. A clinical override for ineligible children/youth may not exceed a maximum of two (2) consecutive authorizations.

e) Continued Eligibility for Services:
   (1) Reassessment by the provider and reauthorization of services by Contractor determine whether a continued need for services is warranted. This activity is completed according to the UA protocols and TRR UM Guidelines every 90days or more frequently, as needed;
   (2) Assignment of diagnosis in CARE is required at any time the primary diagnosis changes and at least annually from the last diagnosis entered into CARE.

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f) The LPHA's determination of diagnosis shall include an interview with the individual and/or guardian/LAR, conducted either face-to-face or via tele-medicine/tele-health. In order to assign a diagnosis to an individual, documentation of the required diagnostic criteria shall be included in the client record. This information shall be included as part of the required assessment information.

g) UA Requirements:
(1) System Agency-approved UA for children and youth includes the following instruments:
(a) Child and Adolescent Needs and Strengths Assessment (CANS);
(b) Community Data;
(c) Deviation Reason Required; and
(d) Authorized LOC.
(2) The above instruments are required to be completed once an individual has been screened and determined in need of assessment from Contractor. The initial assessment is the clinical process of obtaining and evaluating historical, familial, educational, social, functional, psychiatric, and developmental systems involved, or other information from the individual seeking services, in order to determine specific treatment and support needs.
(3) Staff administering the instruments shall be a Qualified Mental Health Professional - Community Services (QMHP-CS) and have documented training in the use of the instruments. Staff administering the instruments must have documentation of current certification in the CANS. Certification must be updated annually through a System Agency-approved entity.
(4) The UA shall be administered according to the timeframes delineated in Information Item C located at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts (Child and Adolescent Uniform Assessment).

h) Child Data Submission Requirements:
(1) Contractor shall submit all required information in compliance with the schedule established by System Agency through either CARE/WebCare or Clinical Management for Behavioral Health Services System (CMBHS), as set forth in the following table:

Required Submission	**Approved Data Submission Methods**			
	CMBHS Online (Use of the CMBHS web interface)	**CMBHS Batch**	**CARE/WebCare Online**	**CARE/WebCare Batch**
TRR Child UA using the Child and Adolescent Needs Assessment (CANS)	**Yes**	**Yes**	**No**	**No**

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Required Submission	Approved Data Submission Methods			
	CMBHS Online (Use of the CMBHS web interface)	**CMBHS Batch**	**CARE/WebCare Online**	**CARE/WebCare Batch**
Assignments (Service, Activity, and Destination)	**No**	**No**	**Yes**	**Yes**
Case Maintenance (Case delete, ID merge, and ID split)	**No**	**No**	**Yes**	**No**
Client Profile (New and Updated)	**Yes**	**No**	**Yes**	**Yes**
Diagnosis	**Yes**	**No**	**Yes**	**Yes**
Follow-up Contact	**No**	**No**	**Yes**	**Yes**
CARE County of Residence	**No**	**No**	**Yes**	**No**
Separations	**No**	**No**	**Yes**	**No**
Consent	**Yes**	**No**	**N/A**	**N/A**

(2) Contractor may only batch to CMBHS if Contractor has submitted Form U, CMBHS Assessment Attestation, regarding data exchange.
(3) Contractor shall no longer enter, and System Agency will no longer accept, UA information through WebCare or the CARE System. UA data must be entered into CMBHS online or through a System Agency-approved data exchange process.

3. Service Requirements:
Contractor shall:
a) Comply with UA requirements outlined in Section I.A.u)(2) above. The UA is not required for individuals whose services are not funded with funds paid to Contractor under this Statement of Work.

b) Children's MH case managers can access and use https://www.211texas.org/cms/ as required in Texas Government Code (TGC) § 531.0244.

c) Implement a Patient and Family Education Program (PFEP) in which clients and family are provided with education and educational materials related to diagnosis and medication. Guidelines available from the NIMH are incorporated by reference and can be found at http://www.nimh.nih.gov/health/index.shtml, or alternative guidelines approved by System Agency and posted on the HHSC website, on a schedule determined by System Agency, can be used to satisfy this requirement as well. If clients and/or their families and caregivers have not been educated about their diagnosis, the reason for the lack of education shall be documented in the clinical progress notes.

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d) Apply Texas Resiliency and Recovery (TRR) to all client services funded with contract funds in accordance with the following standards:
   (1) Provide services in accordance with the most current versions of System Agency's TRR Utilization Management (UM) Guidelines, the Uniform Assessment (UA), including the CANS, and Information Item V (for Crisis Services).
   (2) Each child or youth for whom services are requested shall be screened in order to determine if they are part of the priority population and if services are warranted.
   (3) Children and youth seeking services are assessed in order to determine if they meet the requirements of priority population, and, if so, a full assessment shall be conducted and documented using the most current versions of the System Agency UA instruments, including the CANS. Individuals whose services are not funded with Statement of Work funds are exempt from inclusion in TRR, regardless of priority population status.
   (4) Make available to each client who is recommended and authorized for a Level of Care (LOC), as indicated by the UA, which includes the CANS, all services and supports within the authorized LOC ("LOC-A"):
      (a) Any eligible child or youth may not be deviated downward more than one (1) LOC without written documentation supporting clinical need for the deviation. If client and Legally Authorized Representative (LAR) refuse the entire LOC, the child or youth may not be deviated downward more than one (1) LOC without written documentation that the child or youth and LAR have received a detailed explanation of the increased risks that the child or youth may experience by not receiving the appropriate LOC and the impact that providing a lower LOC may have on the treatment outcomes and negative impact on the prognosis of the child or youth. (For example, LOC-4 may not be deviated downward to LOC-1.)
      (b) Medicaid-eligible children and youth may not have services denied, reduced, suspended, or terminated due to lack of available resources. If a Medicaid-eligible child or youth, or his/her LAR, refuses the recommended LOC, the child or youth may be served at the next most appropriate LOC as long as the services within that LOC are appropriate and medically necessary to address the child or youth's emotional disturbance. The LOC should not be reduced if the child, youth, or LAR refuses Family Partner services or family support groups only.
   (5) Medicaid-eligible children and youth shall be provided with any medically necessary Medicaid-funded MH services within the recommended LOC without undue delay;
   (6) Meet all training requirements, as well as require all TRR services subcontractors to meet all training requirements of the System Agency-approved EBPs prior to the provision of these services and supports as outlined in Information Item A. Completion of the training requirements shall be documented and maintained by Contractor and subcontractor.
   (7) Wraparound Treatment Planning: This is a required component of Intensive Case Management (ICM) and shall be implemented as outlined in 26 TAC Chapter 306, Subchapter I. Training requirements are outlined in Information Item A.

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(a) Case Managers must provide a Wraparound Planning Process when providing Intensive Case Management in the TRR levels of care where ICM is a core service.
(b) Case Managers must provide a Wraparound Planning Process according to the System Agency-approved model.
(c) Contractor shall maintain sufficient staff to provide Wraparound services for eligible children and adolescents authorized through LOC-4.

(8) Counseling: Counseling services shall be provided by a Licensed Practitioner of the Healing Arts (LPHA), practicing within the scope of a license, or, when appropriate and not in conflict with billing requirements, by an individual with a master's degree in a human services field (*e.g.*, psychology, social work, counseling) who is pursuing licensure under the direct supervision of an LPHA. The following are HHSC-approved models of counseling and must adhere to training and/or competency requirements outlined in Information A and TRR UM Guidelines:
(a) Cognitive Behavioral Therapy (CBT);
(b) Trauma-Focused Cognitive Behavioral Therapy (TF-CBT);
(c) Parent-Child Psychotherapy and Parent Child Interaction Therapy (PCIT);
(d) Family Therapy; and
(e) Play Therapy.

(9) Ensure that supervisors of services and supports within TRR are trained in the System Agency-approved EBPs and preferably have provided the EBPs prior to the supervision of the EBPs. Supervisors must complete this requirement within 180 days of assuming a supervisory position. If supervisors are unable to complete this requirement within 180 days of assuming the supervisory position, the LMHA/LBHA must submit a plan to the department outlining how the supervisor will fulfill this requirement. Clinical supervisors providing Skills Training and Development services for a QMHP-CS in training must be currently licensed as a QMHP-CS.

(10) Use the UA which includes the Child and Adolescent Needs and Strengths Assessment (CANS) to:
(a) Document the assessment of individuals seeking services;
(b) Reassess current children/youth in services when update assessments are due, that is, every 90 days, or when service needs have changed, in order to determine the recommended LOC for a child/youth as indicated in Information Item C;
(c) Help family partners guide the treatment/recovery plan, and support, and engage families utilizing skills training, education, resources, and advocacy; and
(d) Review the recovery plan to determine if the plan adequately assists the individual in achieving recovery through the identified goals, objectives, and needs in collaboration with the child/adolescent and/or Legally Authorized Representative (LAR):
(i) at intervals outlined in the TRR UM Guidelines;
(ii) as clinically indicated; or
(iii) as guided/requested by the individual, LAR, or primary caregiver.

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(11) Develop a safety plan in the individual's chart when suicide risk is present.
(12) Set aside Flexible Funds totaling $1,500 per child for 10% of those children eligible to receive LOC-4 or authorized in Level of Care Residential Treatment Center (LOC-RTC). Use of Flexible Funds should occur in accordance with the TRR UM Guidelines. Flexible funds to support family visitation are approved for children authorized in LOC-RTC.
(13) Hire or contract with a Certified Family Partner to provide peer mentoring and support to parents/primary caregivers of children and youth. Certified Family Partners hired or contracted must meet the following qualifications:
  (a) Be 18 years of age or older;
  (b) Have received either:
    i. A high school diploma; or
    ii. A high school equivalency certificate issued in accordance with the laws applicable to the issuing agency;
  (c) Have at least one (1) year of lived experience raising a child or adolescent with an emotional or mental health issue as a parent or LAR;
  (d) Have at least one (1) year of experience navigating a child-serving system (*e.g*. mental health, juvenile justice, social security, special education) as a parent or LAR;
  (e) Have the ability to perform the duties of a Family Partner as outlined in the TRR UM Guidelines; and
  (f) Have successfully completed the Certified Family Partner training and passed the certification exam recognized by the department within one (1) year of the date of hire for the role of Family Partner.
(14) Contractor shall ensure the Family Partner:
  (a) Receives the appropriate training and supervision (by a Qualified Mental Health Professional - Community Services (QMHP-CS) or higher);
  (b) Attends the monthly HHSC-scheduled Certified Family Partner (CFP) technical assistance call. Contractor can find the CFP technical assistance call schedule at: https://txhhs.sharepoint.com/sites/hhsc/hsosm/iddbhs/bhs/mhppp/mhs/cmhs/cfp/SitePages/Certified-Family-Partners.aspx
(15) Contractor shall identify a person licensed as a QMHP-CS or higher to supervise the Certified Family Partner(s):
  (a) The CFP Supervisor must successfully complete the Certified Family Partner supervisor's training within one (1) year of assuming this role; and
  (b) The CFP Supervisor must attend the regularly scheduled System Agency CFP Technical Assistance Call. The CFP Supervisor may delegate attendance to the CFP during the CFP Supervisor's absence.
(16) Contractor shall serve individuals with funding allocated through Crisis Redesign for engagement, transition, and intensive ongoing services in accordance with TRR UM Guidelines. CARE Report III shall be completed in accordance with Information Item D and submission timelines as outlined in Information Item S. Performance measures are outlined in Section II. below.

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(17) Contractor shall make family support groups, which shall meet at least on a monthly basis, available to the caregivers of children and youth with serious emotional disturbances.
(18) Maintain access to CMBHS even if Contractor utilizes an approved batch process.

e) Submit encounter data for all services according to the procedures, instructions, and schedule established by System Agency, including all required data fields and values in the current version of the System Agency Community Mental Health Service Array. The current version of System Agency Community Mental Health Service Array (*i.e.*, Report Name: INFO Mental Health Service Array Combined) can be found in the Mental and Behavioral Health Outpatient Warehouse (MBOW) in the Consumer Analysis (CA)General Warehouse Information, Specifications subfolder.

f) Comply with the following Medicaid-related requirements:
(1) Contract with System Agency to be a provider for Medicaid MH Rehabilitative Services and Medicaid MH Case Management;
(2) Contract with System Agency to participate in Medicaid Administrative Claiming;
(3) Recognize that funding earned through billings to Texas Medicaid & Healthcare Partnership (TMHP) for Medicaid MH Case Management and Medicaid MH Rehabilitative Services represents the federal share and the State match;
(4) Submit billing for the provision of Medicaid MH Case Management and Medicaid MH Rehabilitative Services to TMHP; and
(5) Adhere to MH Rehabilitative Service delivery requirements outlined in 26 TAC § 306.275.

g) Utilize non-contract funds and other funding sources (*i.e.*, any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other Federal, State, or local, or private, funding sources) whenever possible to maximize Contractor's financial resources. Contractor shall comply with the following requirements:
(1) Provided the Contractor can reach mutually agreeable terms and conditions with Medicaid and CHIP managed care organizations (MCOs), the Contractor shall enter into network provider agreements with and bill MCOs for Medicaid- and CHIP-covered services;
(2) Become a Medicaid provider and bill the HHSC claims administrator for Medicaid-covered services provided to traditional Medicaid clients;
(3) Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
(4) Comply with the Charges for Community Services Rule as set forth in Title 25 of the Texas Administrative Code, Part 1, Chapter 412, Subchapter C, to maximize reimbursement from individuals with an ability to pay for services provided. Maintain appropriate documentation from the third-party payor reflecting attempts to obtain reimbursement;

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(5) Bill all other funding sources for services provided under this Statement of Work before submitting any request for reimbursement to System Agency; and
(6) Provide all billing functions at no cost to the client.

h) Use TANF, and TANF transfer to Title XX Social Services Block Grant (SSBG) funds to provide comprehensive community MH services to clients with serious emotional disturbances. Contractor shall utilize the SSBG under 42 USC § 1397 (also known as Title XX of the Social Security Act) for the provision of the following services to clients in the priority population and report this information on Form L:
(1) Case management services, which are services or activities for the arrangement, coordination, and monitoring of services to meet the needs of individuals and families. Component services and activities may include individual service plan development, counseling, monitoring, developing, securing, and coordinating services; monitoring and evaluating client progress; and assuring that clients' rights are protected. This service includes Routine Case Management, Intensive Case Management, and Family Case Management as defined in Information Item G.
(2) Education and Training Services, which are those services provided to improve knowledge or daily living skills and to enhance cultural opportunities. Services may include, but are not limited to, instruction or training in such issues as consumer education, health education, community protection and safety education, literacy education, English as a second language, and General Educational Development (G.E.D.). Component services or activities may include, but are not limited to, screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources. This service includes Skills Training and Development Services as defined in Information Item G.
(3) Counseling services, which are services or activities that apply therapeutic processes to personal, family, and situational problems in order to bring about a positive resolution of the problem and improve individual and family functioning or circumstances. Problem areas may include:
(a) Family relationships;
(b) Parent-child problems;
(c) Depression;
(d) Child abuse;
(e) Anxiety;
(f) Trauma responses (child traumatic stress or Post-Traumatic Stress Disorder); or
(g) Substance use and misuse when in conjunction with a serious emotional disturbance. This service includes Counseling as defined in Information Item G.
(4) Health-related and home health services are those in-home or out-of-home services or activities designed to assist individuals and families to attain and maintain a favorable condition of health. Component services and activities may include providing an analysis or assessment of an individual's health problems

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and the development of a recovery plan; assisting individuals to identify and understand their health needs; assisting individuals to locate, provide/secure, and utilize appropriate medical treatment, preventive medical care, and health maintenance services, including in-home health services and emergency medical services; and providing follow-up services as needed. This service includes Pharmacological Management as defined in Information Item G.

(5) Special services for clients involved, or at risk of involvement, with criminal/delinquent activity—which are those services or activities for clients who are, or who may become, involved with the juvenile justice system. Component services or activities are designed to enhance family functioning and modify the client's behavior with the goal of developing socially appropriate behavior, and may include counseling, intervention therapy, and residential and medical services if included as an integral but subordinate part of the service. This service includes Skills Training and Family Trainings as defined in Information Item G.

(6) Other services meeting the requirement of TANF transfers to Title XX funds as approved by the Department.

i) Provide services to all clients without regard to the client's history of arrest, charge, fine, indictment, incarceration, sentence, conviction, probation, deferred adjudication, or community supervision for a criminal offense.

j) Develop and implement written procedures to identify clients and to ensure continuity of screening, assessment, and treatment services provided to individuals with Co-Occurring Psychiatric and Substance Use Disorders (COPSD), in accordance with Title 25 of the Texas Administrative Code, Part 1, Chapter 411, Subchapter N. Contractor shall ensure both mental health and substance use needs are being concurrently addressed. Contractor shall for continuity-of-care purposes:

(1) Identify available resources (internal and external), and

(2) Provide referrals and referral follow-up for ongoing services as clinically indicated to address the client's substance use needs while receiving mental health services, and document in his/her electronic health record.

Nothing herein shall prohibit a physician from considering a client's substance use in prescribing medications.

k) Coordinate Residential Treatment Center (RTC) services as required in Attachment A06, Residential Treatment Center, and:

(1) Designate a Point of Contact (POC) to coordinate the referral process for children and youth referred to a System Agency-funded RTC, and participate in the regularly scheduled System Agency RTC Technical Assistance Call;

(2) Conduct initial and on-going diagnostic assessments face-to-face or by tele-medicine/tele-health with the individual to determine priority population eligibility. (Use of ongoing telephonic diagnostic assessments, utilizing data collected from the child, the child's Legally Authorized Representative (LAR),

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and/or child's RTC therapist, are only approved for children or youth referred to a System Agency-funded RTC outside of Contractor's Local Service Area (LSA).);
(3) Enroll the child or youth into Level of Care Residential Treatment Center (LOC-RTC) within 14 days of admission to a System Agency-funded RTC;
(4) Provide core services (*i.e.*, routine case management and family partner supports) which are available within the LOC-RTC, as outlined in the TRR UM Guidelines; and
(5) Collaborate with the child or youth, or his/her LAR, and the RTC, to ensure continuity of care and transitional outpatient services post-discharge from a System Agency-funded RTC.

l) Implement crisis services in compliance with the standards outlined in Information Item V.
m) Require the Children's Mental Health Director to attend the regularly scheduled System Agency Children's Mental Health Directors Technical Assistance Call, or any other Children's Mental Health Director-specific calls scheduled by System Agency.

SECTION II. SERVICE TARGETS, OUTCOMES, AND PERFORMANCE MEASURES

Contractor shall meet the service targets, performance measures, and outcomes outlined below. Detailed information pertaining to calculations and data sources can be found in Information Item C at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts. Remedies and Sanctions associated with these service targets, performance measures, and outcomes will be imposed in accordance with the terms included in this Statement of Work or Article VII of the Local Mental Health Authority Special Conditions.

A. Ten Percent Performance Measures

Ten Percent (10%) measures shall be assessed 37 calendar days following the close of Quarter 2 (measuring Quarters 1 and 2) and Quarter 4 (Measuring Quarters 3 and 4). The Adult Improvement and Child Improvement measures are weighted at 2.0 percent of total general revenue funding; the remaining measures are weighted equally at 1.0 percent of general revenue funding. For each outcome target Contractor does not meet, System Agency shall recoup a percentage of Contractor's general revenue funding for the current two quarters. Funding shall be recouped from the Adult, Child, and Crisis strategies in proportion to the percentage of funding in each strategy. Contractors meeting all Ten Percent Measure targets may be eligible for redistribution of recouped general revenue funds.

1. Adult Improvement (2%): At least 20.0% of adults authorized into a Full Level of Care (FLOC) shall show improvement in at least one of the following ANSA domains/modules: Risk Behaviors, Behavioral Health Needs, Life Domain Functioning, Strengths, Adjustment to Trauma, or Substance Use.
   a) If the percentage improved is at least 19.0% but less than 20.0%, the amount recouped is 0.4%.
   b) If the percentage improved is at least 18.0% but less than 19.0%, the amount recouped is 0.8%.

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c) If the percentage improved is at least 17.0% but less than 18.0%, the amount recouped is 1.2%.
d) If the percentage improved is at least 16.0% but less than 17.0%, the amount recouped is 1.6%.
e) If the percentage improved is less than 16.0%, the amount recouped is 2.0%.

2. Adult Monthly Service Provision (1%): An average of at least 65.6% of adults authorized in a FLOC shall receive at least one (1) face-to-face or televideo encounter each month. FLOCs included in this measure are LOC-1S, LOC-2, LOC-3, and LOC-4. LOC-1M is excluded from this measure. Additionally, individuals who are both recommended and authorized for LOC-1S are excluded from this measure. Encounters may be for any service and for any length of time.
   a) If the percentage receiving monthly services is at least 62.3% but less than 65.6%, the amount recouped is 0.2%.
   b) If the percentage receiving monthly services is at least 59.0% but less than 62.3%, the amount recouped is 0.4%.
   c) If the percentage receiving monthly services is at least 55.8% but less than 59.0%, the amount recouped is 0.6%.
   d) If the percentage receiving monthly services is at least 52.5% but less than 55.8%, the amount recouped is 0.8%.
   e) If the percentage receiving monthly services is less than 52.5%, the amount recouped is 1.0%.

3. Child and Youth Improvement (2%): At least 25.0% of children and youth authorized in a FLOC shall show reliable improvement in at least one of the following CANS domains/modules: Child Risk Behaviors, Behavioral and Emotional Needs, Life Domain Functioning, Child Strengths, Adjustment to Trauma, or Substance Use.
   a) If the percentage improved is at least 23.8% but less than 25.0%, the amount recouped is 0.4%.
   b) If the percentage improved is at least 22.5% but less than 23.8%, the amount recouped is 0.8%.
   c) If the percentage improved is at least 21.3% but less than 22.5%, the amount recouped is 1.2%.
   d) If the percentage improved is at least 20.0% but less than 21.3%, the amount recouped is 1.6%.
   e) If the percentage improved is less than 20.0%, the amount recouped is 2.0%.

4. Child and Youth Monthly Service Provision (1%): An average of at least 65.0% of children and youth authorized in a FLOC shall receive at least one face-to-face or televideo encounter each month. Encounters may be for any service and for any length of time.
   a) If the percentage receiving monthly services is at least 61.8% but less than 65.0%, the amount recouped is 0.2%.
   b) If the percentage receiving monthly services is at least 58.5% but less than 61.8%, the amount recouped is 0.4%.
   c) If the percentage receiving monthly services is at least 55.3% but less than

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58.5%, the amount recouped is 0.6%.
d) If the percentage receiving monthly services is at least 52.0% but less than 55.3%, the amount recouped is 0.8%.
e) If the percentage receiving monthly services is less than 52.0%, the amount recouped is 1.0%.

5. School (1%): At least 60.0% of children and youth authorized in a FLOC shall have acceptable or improved school performance.
   a) If the percentage improved is at least 57.0% but less than 60.0%, the amount recouped is 0.2%.
   b) If the percentage improved is at least 54.0% but less than 57.0%, the amount recouped is 0.4%.
   c) If the percentage improved is at least 51.0% but less than 54.0%, the amount recouped is 0.6%.
   d) If the percentage improved is at least 48.0% but less than 51.0%, the amount recouped is 0.8%.
   e) If the percentage improved is less than 48.0%, the amount recouped is 1.0%.

6. Community Tenure (1%): At least 96.8% of individuals (adults, children, and adolescents) authorized in a FLOC shall avoid hospitalization in a System Agency Inpatient Bed throughout the measurement period.
   a) If the percentage avoiding hospitalization is at least 92.0% but less than 96.8%, the amount recouped is 0.2%.
   b) If the percentage avoiding hospitalization is at least 87.1% but less than 92.0%, the amount recouped is 0.4%.
   c) If the percentage avoiding hospitalization is at least 82.3% but less than 87.1%, the amount recouped is 0.6%.
   d) If the percentage avoiding hospitalization is at least 77.4% but less than 82.3%, the amount recouped is 0.8%.
   e) If the percentage avoiding hospitalization is less than 77.4%, the amount recouped is 1.0%.

7. Effective Crisis Response (1%): At least 75.1% of crisis episodes during the measurement period shall not be followed by admission to a System Agency Inpatient Bed within 30 days of the first day of the crisis episode.
   a) If the percentage avoiding hospitalization is at least 71.3% but less than 75.1%, the amount recouped is 0.2%.
   b) If the percentage avoiding hospitalization is at least 67.6% but less than 71.3%, the amount recouped is 0.4%.
   c) If the percentage avoiding hospitalization is at least 63.8% but less than 67.6%, the amount recouped is 0.6%.
   d) If the percentage avoiding hospitalization is at least 60.1% but less than 63.8%, the amount recouped is 0.8%.
   e) If the percentage avoiding hospitalization is less than 60.1%, the amount recouped is 1.0%.

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8. Hospital 7-Day Face-to-Face Follow-up, CARE-based version (1%): At least 75.0% of individuals discharged from a state hospital, a System Agency Contracted Bed, a CMHH, or a PPB shall receive a face-to-face follow-up within seven (7) days of discharge.
   a) If the percentage receiving follow-up is at least 71.3% but less than 75.0%, the amount recouped is 0.2%.
   b) If the percentage receiving follow-up is at least 67.6% but less than 71.3%, the amount recouped is 0.4%.
   c) If the percentage receiving follow-up is at least 63.8% but less than 67.6%, the amount recouped is 0.6%.
   d) If the percentage receiving follow-up is at least 60.1% but less than 63.8%, the amount recouped is 0.8%.
   e) If the percentage receiving follow-up is less than 60.1%, the amount recouped is 1.0%.

9. Hospital 7-Day Face-to-Face Follow-up, encounter-based version: At least 75.0% of individuals discharged from a state hospital, a System Agency Contracted Bed, a CMHH, or a PPB shall receive face-to-face or televideo contact within seven (7) days of discharge.

10. Crisis 7-Day Follow-up: The percentage of adults, children, and youth authorized in LOC-0 who receive a follow-up service contact 1-7 days after the date of the last crisis service in a crisis episode.

B. Adult Services

Adult service performance measures shall be assessed 37 calendar days following the close of the second and fourth quarters.

1. Adult Service Target:
   a) This target equals the average monthly number of adults authorized in a FLOC. The statewide performance level for this target is 100%. Target = 1564.
   b) Targets will be reviewed semi-annually.
   c) Sanctions: Recoupments associated with this Target are the following:
      (1) If the average number served is greater than or equal to 100%, there is no recoupment;
      (2) If the average number served is 95.0% to 99.0% of the target and there are no adults "waiting for all services" (*i.e.,* LOC-8), there is no recoupment;
      (3) If the average number served is 95.0% to 99.0% of the target and there are adults "waiting for all services" (*i.e.,* LOC-8), the recoupment is 1.4% of Contractor's current two quarters' funding for adult MH services;
      (4) If the average number served is 90.0% to 94.0% of the target, the recoupment is 1.4% of Contractor's current two quarters' funding for adult MH services;
      (5) If the average number served is 85.0% to 89.0%, the recoupment is 2.8% of Contractor's current two quarters' funding for adult MH services;
      (6) If the average number served is 80.0% to 84.0%, the recoupment is 5.6% of

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Contractor's current two quarters' funding for adult MH services;

(7) If the average number served is 75.0% to 79.0%, the recoupment is 11.2% of Contractor's current two quarters' funding for adult MH services; and

(8) If the average number served is less than 75.0%, the recoupment is 22.0% of Contractor's current two quarters' funding for adult MH services, in addition to other remedies and sanctions specified in Article VII of the Local Mental Health Authority Special Conditions.

Local Mental Health Authorities (LMHAs) and Local Behavioral Health Authorities (LBHAs) will contact their assigned contract manager to notify System Agency of any potential impact on the LMHA's or LBHA's ability to meet contractual requirements resulting from a significant change in local or other funding used to serve adults in the priority population. If System Agency agrees the change in funding is potentially significant, System Agency will provide an estimate of the total number to be served based on the information provided. At the end of the year, System Agency will waive recoupment for LMHAs or LBHAs with a significant change in funding if the total expenditure of funds is less than $4,150 per adult served. The calculation for this determination will be:

Strategy B.2.1, Mental Health Services–Adults Quarter 4 CARE Report III Preliminary Line 800 / Adult Average Monthly Served for the reporting period.

When CARE Report III is final, System Agency will adjust the LMHA's target if the funding per target is less than $4,150. The calculation for this determination will be:

Strategy B.2.1, Mental Health Services–Adults Quarter 4 CARE Report III Final Line 800 / Adult Service Target.

2. Counseling Target: An average of at least 12.0% of adults recommended for LOC-2 shall be authorized into LOC-2.

3. ACT Target: An average of at least 54.0% of all adults recommended for LOC-4 shall be authorized into LOC-3 or LOC-4.

4. Employment Functioning: At least 39.8% of adults authorized in a FLOC shall have acceptable or improved employment.

5. Educational or Volunteering Strengths: At least 26.5% of adults authorized in a FLOC shall have acceptable or improved employment–preparatory skills as evidenced by either the Educational or Volunteering Strengths items on the ANSA.

6. Residential Stability: At least 84.0% of adults authorized in a FLOC shall have acceptable or improved residential stability.

7 . Adults served with TANF transfer to Title XX and Base Title XX funds:

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Fiscal Year Target: Expected targets are listed in Information Item C.

8. Depression Response at Six (6) Months: The percentage of adults authorized in a FLOC with a diagnosis of major depression and an initial Quick Inventory of Depressive Symptomatology (QIDS) score greater than or equal to 11 who have a follow-up QIDS score at six (6) months that is reduced by 50% or greater from the initial QIDS score and is less than or equal to 7.

9. Retention of High Need Adults: The percentage of adults authorized in a FLOC in the prior measurement period with Assessment Type A (admit) and LOC-R 4 who have:
   a) A face-to-face or televideo service contact 90-180 days following the admit assessment; and
   b) A second assessment Type A (admit) or C (continuing) 90-210 days after the admit assessment.

10. High Need Adults: The percentage of adults authorized in a FLOC with LOC-R 4 who have acceptable or improved functioning in the Life Domain Functioning or the Strengths domain of the ANSA.

11. Retention of Justice-Involved Adults: The percentage of adults authorized in a FLOC in the prior measurement period with Assessment Type A (admit) and ANSA scores that trigger the Criminal Behavior module who have:
    a) A face-to-face or televideo service contact 90-180 days following the admit assessment; and
    b) A second assessment Type A (admit) or C (continuing) 90-210 days after the admit assessment.

12. Criminal Justice: The percentage of adults authorized in a FLOC with ANSA scores that trigger the Criminal Behavior module of the ANSA who have acceptable or improved functioning in the Criminal Behavior module.

C. Child and Youth Services

Children's service performance measures shall be assessed 37 calendar days following the close of the second and fourth quarters.

1. Child and Youth Service Target:
   a) This target equals the average monthly number of children and youth authorized in a FLOC and LOC-YES (i*.e.,* Youth Empowerment Services). The statewide performance level for this target is 100%. Target = 358
   b) Targets will be reviewed semi-annually.
   c) Sanctions: Recoupments associated with this Target are the following:
      (1) If the average number served is greater than or equal to 100%, there is no recoupment;
      (2) If the total average number served is 95.0% to 99.0% of the target and there are no children " waiting for all services" (*i.e.,* LOC-8), there is no recoupment;

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(3) If the average number served is 95.0% to 99.0% of the target and there are children " waiting for all services" (*i.e.,* LOC-8), the recoupment is 1.4% of Contractor's current two quarters' funding for children's MH services;
(4) If the average number served is 90.0% to 94.0% of the target, the recoupment is 1.4% of Contractor's current two quarters' funding for children's MH services;
(5) If the average number served is 85.0% to 89.0%, the recoupment is 2.8% of Contractor's current two quarters funding for children's MH services;
(6) If the average number served is 80.0% to 84.0%, the recoupment is 5.6% of Contractor's current two quarters funding for children's MH services;
(7) If the average number served is 75.0% to 79.0%, the recoupment is 11.2% of Contractor's current two quarters funding for children's MH services; and
(8) If the average number served is less than 75.0%, the recoupment is 22.0% of Contractor's current two quarters funding for children's MH services.

Local Mental Health Authorities (LMHAs) and Local Behavioral Health Authorities (LBHAs) will contact their assigned contract manager to notify System Agency of any potential impact on the LMHA's or LBHA's ability to meet contractual requirements resulting from a significant change in local or other funding used to serve children and youth in the priority population. If System Agency agrees the change in funding is potentially significant, System Agency will provide an estimate of the total number to be served based on the information provided. At the end of the year, System Agency will waive recoupment for LMHAs or LBHAs with a significant change in funding if the total expenditure of funds is less than $4,000 per child/youth served. The calculation for this determination will be:

Strategy B.2.2, Mental Health Services–Children Quarter 4 CARE Report III Preliminary Line 800 / Child and Youth Average Monthly Served for the reporting period.

When CARE Report III is final, System Agency will adjust the LMHA's target if the funding per target is less than $4,000. The calculation for this determination will be:

Strategy B.2.2, Mental Health Services– Children Quarter 4 CARE Report III Final Line 800 / Child and Youth Service Target.

2. Juvenile Justice Avoidance: At least 95.0% of children/youth authorized in a FLOC shall have no arrests (acceptable) or a reduction of arrests (improving) from time of first assessment to time of last assessment.

3. Family Partner Support Services:
   a) Target: At least 10.0% of children and youth authorized to receive LOC 2, 3, 4, and YC shall receive Family Partner support services each month. (*See* Information Item C Glossary for a description of Family Partner support services.)
   b) The following sanctions apply:

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(1) If Contractor achieves greater than or equal to 10%, there is no recoupment;
(2) If Contractor achieves from 5% to 9%, the recoupment is 0.15% of Contractor's current two quarters' funding for children's MH services;
(3) If Contractor achieves from 0% to 4%, the recoupment is 0.3% of Contractor's current two quarters' funding for children's MH services.

c) Living and Family Situation: At least 67.5% of children and youth authorized in a FLOC shall have acceptable or improved family and living situations.

4. Children Served with TANF Transfers to Title XX Funds:

Fiscal Year Target: Expected targets are listed in Information Item C.

5. Family Partner Response: Calculation measures the percentage of children and youth authorized in a Full Level of Care (FLOC) who receive any Family Partner Support Services, and who have acceptable functioning or reliable improvement in one or more of the following CANS Caregivers Needs domain items: Family Stress, Involvement with Care, or Knowledge.

6. Retention of Justice–Involved Youth: The percentage of children and youth authorized in a FLOC in the prior measurement period with Assessment Type A (admit) and CANS scores that trigger the Juvenile Justice module who have:
   a) A face-to-face or televideo service contact 90-180 days following the admit assessment; and
   b) A second assessment Type A (admit) or C (continuing) 90-210 days after the admit assessment.

7. Juvenile Justice: The percentage of children and youth authorized in a FLOC with CANS scores that trigger the Juvenile Justice module who have acceptable or improved functioning in the Juvenile Justice module.

D. Crisis Services

Adult service performance measures shall be assessed 37 calendar days following the close of the second and fourth quarters.

1. Hospitalization: The equity-adjusted rate of System Agency Inpatient Bed Days in the population of the local service area shall be less than or equal to 1.9%.

2. Frequent Admissions: No more than 0.3% of adults and children/youth in a FLOC shall be admitted to a System Agency Inpatient Bed three (3) or more times within 180 days.

3. Access to Crisis Response Services: At least 52.2% of crisis hotline calls shall result in face-to-face encounters.

4. Community Linkage: At least 23.0% of adults, children, and youth authorized into

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LOC-0 shall be authorized into a FLOC or LOC-5 within 14 days of closure from LOC-0.

5. Crisis Follow-up: At least 90.0% of adults, children, and youth authorized into LOC-5 shall receive a crisis follow-up service encounter within 30 days of the authorization into LOC-5.

6. Adult Jail Diversion: The equity-adjusted percentage of valid Texas Law Enforcement Telecommunications System (TLETS) bookings across the adult population with a match in CARE shall be less than or equal to 10.46%.

7. Hospital 30-day Readmission: The percentage of adults, children, and youth discharged from a state hospital, a System Agency Contracted Bed, a CMHH, or a PPB and reassigned to the LMHA/LBHA who are readmitted to a System Agency Inpatient Bed within 30 days of discharge.

E. Long Term Services and Supports

Contractor shall act upon at least 70.0% of referrals within 15 calendar days of receipt from the Long-Term Services and Supports (LTSS) Screen. Contractor shall demonstrate successful action on a referral by utilizing the H0023 procedure code (grid code 100) for adults and the H0023HA procedure code (grid code 200) for children.

F. YES Waiver

1. Inquiry List Submission: At least 80% of preferred Inquiry List Templates shall be submitted on time.

2. Inquiry List – Clinical Eligibility Assessment: At least 90% of individuals who meet demographic eligibility criteria shall receive a clinical eligibility assessment for YES Waiver within seven (7) business days of meeting demographic eligibility criteria.

3. Inquiry List – Return Calls: 100% of individuals who inquire about YES Waiver services shall receive a return call within the required timeframe.

4. Critical Incident Reporting: At least 90% of critical incidents shall be submitted on time.

5. Wraparound Provider Organization Caseload Ratios: At least 90% of YES Waiver wraparound facilitator staff shall meet the Wraparound facilitator-to-client ratio of one (1) facilitator to ten (10) clients.

6. Transition Plan Development and Submission: At least 90% of individuals aging out, transitioning to a different LOC, or graduating shall have a Transition plan that was developed and submitted within required timeframes outlined in the YES Policy Manual.

7. Wraparound Staff Training and Credentialing: At least 90% of Wraparound staff and subcontractor files shall be compliant with employment checks and training

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requirements.

SECTION III. SERVICE AREA

Counties: Callahan; Jones; Shackelford; Stephens; Taylor.

SECTION IV. PAYMENT METHOD

Quarterly Allocation.

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ATTACHMENT A
A11 VETERANS SERVICE PROGRAM, BASIC, VERSION 3

SECTION I. PERFORMING AGENCY RESPONSIBILITIES:

Specific deliverables for the Mental Health Program for Veterans (MHPV) are implemented through this Statement of Work (SOW) which enhances access to, awareness of, and connection to services and resources for trauma-affected military service members, veterans, and their families (SMVF). Texas Health and Human Services Commission (HHSC) administers this SOW in coordination with the Texas Veterans Commission (TVC).

Through this SOW, local mental health authorities/local behavioral health authorities (LMHAs/LBHAs) employ or contract for a Peer Service Coordinator (PSC) to implement local networks of the Military Veteran Peer Network (MVPN), which:

1. Provide direct peer-to-peer services to trauma-affected military SMVF;
2. Train MVPN peer volunteers, the SMVF community, and communities at-large on the issues and impacts of military-related traumas, using TVC-developed curriculum approved by HHSC;
3. Assist SMVF to identify and access appropriate, culturally competent mental health services, including access to licensed mental health professionals (LMHPs) and supportive services within their service coverage area;
4. Make referrals to community-based resources, programs, and activities, which provide health-focused supportive services; and
5. Provide peer-to-peer services to justice-involved veterans (JIV) who may be impacted by military-related traumas.

Contractor shall achieve the objectives of the MHPV as outlined in Section I.A.1.-6. (below) by hiring or contracting for services from at least one MVPN PSC. LMHA/LBHA-employed or -contracted PSCs are trained and certified by TVC's Veteran Mental Health Department (VMHD) using curriculum approved by HHSC to achieve the deliverables of this SOW. The PSC shall serve 40 hours per week, exclusively to achieve the objectives of the program as delineated in Section I.A.1.-6. (below). The PSC's base of operations should be a site selected by agreement between Contractor and the PSC. As a best practice, the site should:

1. Be a Peer Networking Center, which is a facility that the PSC determines SMVF would likely be comfortable visiting; and
2. Be near or co-located with one or more of the following: County Veteran Service Officers (CVSOs), TVC representatives, or Texas Workforce Commission (TWC) Veterans Resource & Referral Specialists.

A. Program Design and Objectives:

1. The Contractor shall ensure the program enhances and expands access to, awareness of, and connection to services and resources for trauma-affected military SMVF, including peer-to-peer counseling services.
2. The Contractor shall train MVPN peer volunteers, the SMVF community, and communities at-large on the issues and impacts of military-related traumas using TVC-developed curriculum approved by HHSC. To train listed personnel and entities, Contractor shall, within its service area:

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1) Coordinate or conduct trainings using TVC-developed curriculum approved by HHSC to educate SMVF and the community on military-related traumas and associated mental health impacts;
2) Coordinate or conduct trainings on veteran suicide prevention topics and tools; and
3) Coordinate with the local Mental Health First Aid Coordinator for delivery of Mental Health First Aid-Veterans (MHFA-V) module to educate SMVF and the community on mental health conditions and their symptoms with veteran-specific information.

3. The Contractor shall assist SMVF to identify and access appropriate mental health services, including access to LMHPs and supportive mental health services within their service coverage area. To enhance access to appropriate services, Contractor shall coordinate with, collaborate with, and make appropriate and necessary referrals to organizations including:
   1) Veterans Health Administration (VA) LMHPs;
   2) Veteran Counselors at select LMHA/LBHA pilot sites;
   3) Community-based LMHPs trained to serve trauma-affected military SMVF;
   4) VA-funded Vet Centers;
   5) Substance-use-disorder treatment centers; and
   6) Suicide and crisis-intervention centers and organizations.
4. The Contractor shall make referrals to community-based resources, programs, and activities which provide mental health-focused supportive services. Contractor shall coordinate with, collaborate with, and make referrals to organizations and activities which may include:
   1) VA hospital systems, clinics, and Vet Centers;
   2) CVSO, TVC, and TWC representatives;
   3) TexVet.org;
   4) Programs focused on veteran-suicide awareness and prevention;
   5) Programs for substance-use screening, assessment, and treatment;
   6) Programs that support veteran housing and employment;
   7) Programs that support veterans who are women;
   8) Community-based veteran peer networking centers; and
   9) Programs that support veterans in rural areas (if applicable to the Contractor's service area).
5. The Contractor shall provide peer-to-peer services to JIV who may be impacted by military-related traumas. Contractor shall coordinate for and deliver direct peer services to JIV and participate in JIV initiatives and programs which may include:
   1) Local municipal law enforcement agency initiatives for JIV;
   2) County jail diversion programs for veterans;
   3) County or regional veteran treatment courts;
   4) State jail and/or prison re-entry programs for veterans; and
   5) Incarceration-based in-reach programs for JIV, implemented by HHSC, TVC, Texas County Jails, the Texas Department of Criminal Justice (TDCJ), and the Federal Bureau of Prisons.

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6. Contractor shall, at a minimum:
    1) Ensure the PSC and trained peers deliver direct peer services for the purposes of this SOW including:
        a. One-on-one peer counseling;
        b. SMVF peer group participation and facilitation;
        c. Referral to mental health services provided by military-trauma informed LMHPs;
        d. Referral to community-based organizations for mental health supportive services; and
        e. Maintain a record of direct peer service delivery by the PSC and trained peers.
    2) Coordinate, promote awareness of, and conduct no fewer than three MVPN Basic Trainings per quarter, tracked on the basis of a State Fiscal Year (SFY), for SMVF peers, community members, and LMHPs to be trained by TVC-certified MVPN Basic Trainers by:
        a. Scheduling and posting trainings on the TVC-provided Platform for Peers and Providers;
        b. Registering participants on the TVC-provided Platform for Peers and Providers;
        c. Maintaining local training attendance rosters; and
        d. Submitting training completion rosters to VMHD staff.
    3) Ensure the PSC and trained peers refer trauma-affected military SMVF seeking mental health services to appropriate, culturally competent providers, including:
        a. VA LMHPs;
        b. Staff, contracted Veteran Counselors, or LMHPs trained to serve trauma-affected military SMVF; and
        c. Community-based LMHPs trained in military-related trauma.
    4) Maintain, and provide to upon request by HHSC or TVC, a list of trained volunteer SMVF peers, community members, and LMHPs;
    5) Ensure PSC coordinates locally for the delivery of MHFA-V as trained by TVC's VMHD;
    6) Ensure the PSC maintains records of contacts, or contact attempts, with each trained volunteer SMVF peer. Contact must be attempted at least once per month;
    7) Cooperate with HHSC and VMHD requests for information related to local delivery of mental health services, mental health supportive services, and activities of the program;
    8) Verify that the activities listed in Section I.A.2.-5. and Section I.A.6.1)-4) herein (above) are documented and submitted as required by Section II ("Performance Measures"), below; and
    9) Maintain a local MVPN site on TVC's Platform for Peers and Providers and include an MVPN banner on the Contractor's website, hyperlinked to the local MVPN site on TVC's Platform for Peers and Providers.
7. Contractor shall participate in technical assistance and training as required, including:
    1) Ensuring PSCs and, when requested by HHSC, local program supervisors participate in statewide and regional trainings and meetings led by HHSC and/or VMHD staff for the following purposes:
        a. Certification, continuing education, and recertification training for PSCs;
        b. Sharing of information regarding the activities of the MHPV; and

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c. Sharing of information regarding evidence-based practices to enhance MVPN peers' ability to meet the deliverables of this SOW.

2) Maintaining TVC-managed certification of no less than two (2) Contractor staff personnel, contractors, or volunteer peers as trainers of MVPN Basic Training (the TVC-developed curriculum approved by HHSC for delivery to volunteer SMVF peers, LHPs, and community members);
3) Participating in HHSC-approved surveys, program assessments, interviews, focus groups, and workgroups, in order to evaluate Contractor's ability to accomplish the deliverables of this SOW; and
4) Participating in HHSC-approved initiatives to drive efficiencies in program performance.

B. Peer Service Coordinator:

Contractor shall hire or contract for a PSC, a 1.0 Full-Time Employee (FTE) dedicating 40 hours per week exclusively to achieve the objectives of the program found in Section I.A.1.-6. (above). Contractor shall monitor and verify that PSC focuses on training peers in MVPN Basic Training, providing direct peer services, and, where appropriate, organizing and directing trained peers to provide direct peer services to trauma-affected military SMVF. Contractor shall verify that PSC's skills and experience include the following:

1. Experience as a SMVF;
2. Completion of TVC-delivered PSC certification training within six (6) months of hire;
3. Demonstrated leadership skills;
4. Demonstrated ability to use limited resources to achieve objectives;
5. Knowledge about community resources and services;
6. Experience in a volunteer-focused program;
7. Demonstrated public speaking/presentation ability; and
8. Training in suicide-risk behavior identification and suicide prevention (*e.g.*, Columbia Suicide Severity Rating Scale, Applied Suicide Intervention Skills Training, Ask About Suicide to Save a Life) within six (6) months of hire.

C. Single Point of Contact:

Contractor shall designate a single point of contact, other than the PSC, to receive and transmit information required for effective implementation and monitoring of the Program. Contractor shall inform HHSC of a change in the single point of contact no later than ten (10) days after the new single point of contact changes.

D. Project Implementation Plan:

Contractor shall use the HHSC-authorized template provided by TVC to submit to HHSC a written Program Implementation Plan that includes, at a minimum, the following elements for each SFY:

1. Activities for organizing veteran peer-to-peer counseling and services under the terms of this Statement of Work;
2. Tactics for enhancing collaboration by the local MVPN Program with Veteran Counselors, LMHPs trained in military-related trauma, CVSOs, TVC, and TWC;

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3. Tactics that Contractor will use to generate and disseminate information about the local MVPN Program and its related activities for use by news services, print, broadcast, and social media;
4. MVPN descriptions, including the MVPN benefits statement ("Trust, Camaraderie, Hope"), and materials to be distributed by Contractor at events;
5. A Uniform Resource Locators (URLs) list of Contractor's website where the MVPN-hyperlinked banner is located;
6. A timeline for task(s) to be accomplished and persons or entities responsible for each task; and
7. Anticipated outcomes and objectives.

E. Project and Fiscal Reporting:
Contractor shall:

1. Follow the submission schedule and reporting requirements for financial information in Client Assignment and Registration System (CARE) Report III;
2. On or before the due date, develop and submit an annual budget for the Program. Contractor shall electronically submit the annual budget using the Budget Schedule Form P to HHSC Contract Managers at performance.contracts@hhsc.state.tx.us in XLS or XLSX format. PDF files or scans of handwritten forms will not be accepted. Contractor will copy submission of the annual budget to mhpv@hhs.texas.gov;
3. On or before each due date, develop and submit quarterly expenditure reports for the Program. Contractor shall electronically submit quarterly expenditure reports using Form V-Veteran Expenditures to HHSC Contract Managers at performance.contracts@hhsc.state.tx.us in XLS or XLSX format. PDF files or scans of handwritten forms will not be accepted. Contractor will copy submission of quarterly expenditure reports to mhpv@hhs.texas.gov;
4. On or before the due date, develop and submit an annual Project Implementation Plan identified at Section I.D. herein (above). Contractor shall electronically submit the Project Implementation Plan to HHSC Contract Managers at performance.contracts@hhsc.state.tx.us in MS Word format. PDF files are acceptable. Scans of handwritten forms will not be accepted. Contractor will copy submission of the implementation plan to mhpv@hhs.texas.gov and mvpn.reports@tvc.texas.gov; and
5. On or before each due date, Contractor shall electronically submit verification of the quarterly performance numbers reported through MVPN Digital Reporting. Contractor shall electronically submit the verification via email, attaching the information being verified, to HHSC Contract Managers at performance.contracts@hhsc.state.tx.us, mhpv@hhs.texas.gov, and mvpn.reports@tvc.texas.gov.

SECTION II. PERFORMANCE MEASURES:

HHSC will use the terms of this SOW, including the following performance measures, to assess Contractor's effectiveness in providing the services described in this SOW. Contractor shall submit all performance measures electronically to the Performance Contract Mailbox at performance.contracts@hhsc.state.tx.us and mhpv@hhsc.state.tx.us, with a copy to the assigned HHSC contract manager.

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A. Contractor shall designate a single point of contact, other than the PSC, and notify HHSC in writing of the person's name and contact information no later than ten (10) business days after execution of this Contract. If the single point of contact changes, Contractor shall notify HHSC in writing no later than ten (10) business days after making the change.

B. Contractor shall inform HHSC about the hiring of or contracting with any PSCs (*see* Section I.B., above) within ten (10) calendar days after PSC is hired or contracted for, and shall inform HHSC about any staffing changes regarding PSCs no later than ten (10) days after the changes are made.

C. Contractor shall, on or before the due date, in accordance with the submission calendar, develop and submit an annual budget for the Program. Contractor shall electronically submit the annual budget using the Budget Schedule Form P in XLS or XLSX format. PDF files or scans of handwritten forms will not be accepted.

D. Contractor shall, on or before the due date, in accordance with the submission calendar, develop and submit an annual Project Implementation Plan (*see* Section I.D., above) for the Program. Contractor shall electronically submit the Project Implementation Plan as noted in Section I.E.4. (above) in MSWord format. PDF files are acceptable. Scans of handwritten forms will not be accepted.

E. Contractor shall, on or before each due date, develop and submit quarterly expenditure reports for the Program. Contractor shall electronically submit quarterly expenditure reports using Form V-Veteran Expenditures in XLS or XLSX format. PDF files or scans of handwritten forms will not be accepted.

F. Contractor shall, on or before each due date, electronically submit verification of the quarterly performance numbers reported through the MVPN Digital Reporting Tools. The verification shall be submitted electronically, with the information being verified attached, as noted in Section I.E.5 (above).

G. Contractor shall submit to HHSC and TVC's VMHD:
   1. Upon request, the names of individuals contacted, or those whom the Contractor attempted to contact, and the dates the contacts or attempts were made, as required in Section I.A.6.6), above;
   2. The names of trained SMVF peers and the identity of trainers (*see* Sections I.A.6.1) and I.A.7.2), above); and
   3. The results of surveys, critiques, and other data-gathering information found in Section I.A.7.3) (above).

SECTION III. PAYMENT METHOD:
Quarterly Allocation, dependent upon timely receipt of completed deliverables and adherence to contractual requirements, as set forth in Sections II (above) and IV (below) of this Statement of Work.

SECTION IV. BUDGET:

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1. Subject to the restrictions below, without prior approval, Contractor may transfer money between budget categories of this Statement of Work subsequent to notification of the transfer to the System Agency Contract Manager. No budget category transfer or cumulative transfers may exceed 25% of the total value of this Statement of Work or $100,000, whichever is less. If the budget transfer(s) exceed(s) $100,000, alone or cumulatively, prior written approval from the System Agency is required. If the budget transfer(s) exceed(s) 25% of the value of this Statement of Work, alone or cumulatively, a formal contract amendment is required.

2. The amount expended by Contractor for administration of the provision of services under this Statement of Work shall not exceed 5% of the total.

3. Budget and expenditure reporting shall be entered into CARE Report III on line 758 – "Other General Revenue, HHSC."

SECTION V. FUNDING:

If Contractor's total allowable expenditures for the term of this Statement of Work are less than the total amount disbursed by HHSC in Contractor's allocations, Contractor shall be subject to recoupment of the difference between the total amount disbursed by HHSC and Contractor's total allowable expenditures.