

**INTERLOCAL COOPERATION CONTRACT  
HEALTH AND HUMAN SERVICES  
CONTRACT NO. HHS001022200001**

The Health and Human Services Commission (HHSC) and Abilene Regional MHMR Center d\b\ a Betty Hardwick Center (Grantee) each a “Party” and collectively “Parties” to this Local Mental Health Authority Performance Agreement (the “Contract”), pursuant to the provisions of Interlocal Cooperation Contracts, Texas Government Code Chapter 791 and Chapters 533 and 534 of the Texas Health and Safety Code.

**I. PURPOSE**

This Contract provides a framework (planning, policy development, resource development, coordination and allocation) to support the delivery of publicly funded mental health services across Texas.

**II. PARTIES**

**Grantee**

Abilene Regional MHMR Center d\b\ a  
Betty Hardwick Center  
2616 S. Clack Street  
Abilene, Texas 79606  
Agency Number: 17513776587

**HHSC**

Health and Human Services Commission  
P.O. Box 13247, Mail Code 2058  
Austin, Texas 78711  
Agency Number: 35295295295

**Notice Requirements:**

Notice given by Grantee will be deemed effective when received by HHSC. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to HHSC must:

- A. Include the Contract number;
- B. Be sent to the person(s) identified in the Contract; and
- C. Comply with all terms and conditions of this Contract.

**III. CONTRACT PERIOD AND RENEWAL**

- A. The Contract is effective on September 1, 2021, and terminates on August 31, 2023 unless terminated sooner in accordance with Attachment B, Article VIII Contract Remedies and Early Termination.
- B. The Parties may renew this Contract subject to mutually agreeable terms and conditions. If renewed, all renewals shall be from September 1st and end on August 31st, always coinciding with the State’s fiscal year.

**IV. AMENDMENT**

HHSC’s designee, referred to as the Assigned Contract Manager, is authorized to provide written approval of mutually agreed upon minor administrative changes to the Contract that do not increase the Contract value or term. The Parties to this Contract may only modify Contract’s value or term through the execution of a written amendment signed by the Parties.

**V. CONTRACT REPRESENTATIVES**

The following designee(s) will act as the Assigned Contract Manager, authorized to act on behalf of their respective Party:

**Grantee**

Contact: Jenny Goode  
Abilene Regional MHMR Center d\b/a  
Betty Hardwick Center  
2616 S. Clack Street  
Abilene, Texas 79606  
jgoode@bettyhardwick.org

**HHSC**

Contact: David Beauchamp  
Health and Human Services Commission  
P.O. Box 13247, Mail Code 2058  
Austin, Texas 78711  
david.beauchamp@hhs.texas.gov

Either party may change its Assigned Contract Manager by providing written notice to the other Party.

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

Grantee agrees to provide those services stated in the following Statements of Work, in accordance with all Contract requirements.

<b>Statement of Work Number</b>	<b>Program ID</b>	<b>HHSC Share</b>	<b>Grantee Share</b>	<b>Total Statement of Work Value</b>
A01	MH/PCN	\$7,054,920	\$634,942	\$7,689,862
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/CRISIS	\$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

A25	MH/PDMCC	\$13,072	\$0	\$13,072
<b>TOTAL</b>		<b>\$12,333,668</b>	<b>\$1,224,522</b>	<b>\$13,558,190</b>

NOTE: A HHSC Share value of \$0 in the table above signifies that either no funding is associated with the terms outlined in the Statement of Work, or that the Statement of Work is not currently applicable to this Contract.

## VII. CONTRACT AND FEDERAL FUNDING AMOUNTS

- A. The total amount of the HHSC's share of this Contract shall not exceed \$12,333,668. Grantee's share of this Contract, including all Statements of Work issued under it, is \$1,224,522. The total value of this Contract, including all Statements of Work issued under it, shall not exceed \$13,558,190. Specific information related to budget amounts, and each Party's share of the individual Statements of Work included in this Contract, are identified in Article VI.
- B. Included in the HHSC's share (outlined above) are the Catalog of Federal Domestic Assistance (CFDA) numbers and associated funding amounts included below.
1. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mental Health Block Grant - CFDA 93.958 = \$580,968
  2. Department of Health and Human Services, Administration for Children and Families, TANF Transfer to Title XX Block Grant - CFDA 93.558.667 = \$203,708
  3. Department of Health and Human Services, Administration for Children and Families, Title XX, Social Services Block Grant - CFDA 93.667 = \$91,152
  4. Grantee's Dun & Bradstreet (D-U-N-S®) Number: 625999326
- C. 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), Schedule I (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.

## VIII. PAYMENT FOR SERVICES

Payment for work performed will be made as described in Attachment A01, Performance Contract Notebook (MH/PCN), Version 1.

## IX. LEGAL NOTICES

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

### **HHSC:**

Health and Human Services Commission  
4601 W. Guadalupe St.  
Austin, Texas 78751-3146  
Attention: Office of Chief Counsel

### **Grantee:**

Abilene Regional MHMR Center d\b\ a Betty Hardwick Center  
2616 S. Clack Street  
Abilene, Texas 79606  
Attention: Jenny Goode

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

## X. CERTIFICATIONS

The undersigned contracting parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- B. Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- C. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

*Signature Page follows*

**SIGNATURE PAGE**  
**HHSC CONTRACT NO. HHS001022200001**

Agency Name:	<b>HEALTH AND HUMAN SERVICES COMMISSION</b>	<b>ABILENE REGIONAL MHMR CENTER D\B\A BETTY HARDWICK CENTER</b>
--------------	---	---

Signature:	<small>DocuSigned by:</small>  <small>147CCA4134D941B...</small>	<small>DocuSigned by:</small>  <small>6133A8FA2931404...</small>
Name, Title:	Sonja Gaines, Deputy Executive Commissioner	Jenny Goode, CEO

Date of Signature:	<u>August 23, 2021</u>	<u>August 24, 2021</u>
--------------------	------------------------	------------------------

**THE FOLLOWING CONTRACT ATTACHMENTS ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A01: PERFORMANCE CONTRACT NOTEBOOK, VERSION 1**
- ATTACHMENT A02: COMMUNITY MENTAL HEALTH HOSPITAL, PLACEHOLDER DOCUMENT**
- ATTACHMENT A03: CONSUMER OPERATED SERVICES, VERSION 1**
- ATTACHMENT A04: MENTAL HEALTH DEPUTY, PLACEHOLDER DOCUMENT**
- ATTACHMENT A05: OUTPATIENT COMPETENCY RESTORATION SERVICES, PLACEHOLDER DOCUMENT**
- ATTACHMENT A06: COMMUNITY-BASED CRISIS PROGRAM, VERSION 1**
- ATTACHMENT A07: PRIVATE PSYCHIATRIC BEDS, VERSION 1**
- ATTACHMENT A08: RESIDENTIAL TREATMENT CENTER INTEGRATION, VERSION 1**
- ATTACHMENT A09: RESIDENTIAL/TRANSITION PROGRAM CONTRACT MANAGEMENT, PLACEHOLDER DOCUMENT**
- ATTACHMENT A10: SUPPORTIVE HOUSING PROJECT, VERSION 1**
- ATTACHMENT A11: VETERANS SERVICE PROGRAM, BASIC, VERSION 1**
- ATTACHMENT A12: INFORMATION RESOURCE SYSTEMS, VERSION 1**
- ATTACHMENT A13: YOUTH EMPOWERMENT SERVICES, PLACEHOLDER DOCUMENT**
- ATTACHMENT A14: PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW, VERSION 1**
- ATTACHMENT A15: REAL PROPERTY ACQUISITION, PLACEHOLDER DOCUMENT**
- ATTACHMENT A16: RURAL BORDER INITIATIVE, PLACEHOLDER DOCUMENT**
- ATTACHMENT A17: PEER SUPPORT RE-ENTRY PILOT, PLACEHOLDER DOCUMENT**
- ATTACHMENT A18: COMPETENCY RESTORATION, PLACEHOLDER DOCUMENT**
- ATTACHMENT A19: BEHAVIORAL HEALTH MOBILE CRISIS OUTREACH TEAM, PLACEHOLDER DOCUMENT**
- ATTACHMENT A20: HIGH FIDELITY SUPPORTED EMPLOYMENT PILOT PROGRAM, PLACEHOLDER DOCUMENT**
- ATTACHMENT A21: JOB DEVELOPMENT - SUPPORTED EMPLOYMENT SERVICES, PLACEHOLDER DOCUMENT**
- ATTACHMENT A22: VETERAN COUNSELOR PROGRAM, VERSION 1**
- ATTACHMENT A23: NON-HHSC FUNDED JAIL-BASED COMPETENCY RESTORATION PROGRAM, VERSION 1**

**ATTACHMENT A24:** EDUCATION SERVICE CENTER BASED NON-PHYSICIAN MENTAL HEALTH PROFESSIONAL, VERSION 1

**ATTACHMENT A25:** POST-DISCHARGE MEDICATIONS FOR CIVIL COMMITMENTS, VERSION 1

**ATTACHMENT B:** HHSC UNIFORM TERMS AND CONDITIONS, GOVERNMENTAL ENTITY, VERSION 3.2

**ATTACHMENT C:** LOCAL MENTAL HEALTH AUTHORITY SPECIAL CONDITIONS, VERSION 1

**ATTACHMENT D:** DATA USE AGREEMENT, VERSION 8.5, COMMUNITY CENTERS

**ATTACHMENT D-1:** DATA USE AGREEMENT, SECURITY AND PRIVACY INQUIRY FORM, VERSION 2.1

**ATTACHMENT E:** FEDERAL ASSURANCES, NON-CONSTRUCTION PROGRAMS

**ATTACHMENT F:** FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM

**ATTACHMENT G:** LOBBYING CERTIFICATION FORM

**ATTACHMENTS FOLLOW**

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

**CONTRACT NO. HHS001022200001**

**GRANTEE: Abilene Regional MHMR Center d\b\ a Betty Hardwick Center**

This Statement of Work outlines Grantee's responsibilities for providing publicly funded mental health services within Grantee's Local Service Area (LSA), which includes the following Texas Counties: Callahan; Jones; Shackelford; Stephens; Taylor.

Upon request, HHSC Designees and/or Grantee Designees will be provided and identified through the Party's designated Contract Manager by written notification.

**SECTION I. GRANTEE RESPONSIBILITIES**

**A. Authority and Administrative Services**

1. Local Planning:

Grantee is the designated Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA) for the LSA defined above. As the LMHA/LBHA, Grantee is required to:

- a) Maintain, update, and implement a Consolidated Local Service Plan (CLSP) in accordance with Instructions for Local Planning, Information Item I, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- b) Involve community stakeholders in developing the CLSP, monitoring its implementation, and updating as needed. At a minimum, Grantee shall invite the stakeholder groups identified in Information Item I, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- c) Maintain, update, and implement a Local Provider Network Development Plan (LPND Plan) in accordance with Information Item I, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- d) Comply with 26 Texas Administrative Code (TAC) Chapter 301, Subchapter F *et seq.* (Provider Network Development), and applicable HHSC directives, communicated by written notification from the designated Contract Manager, related to the development and implementation of the LPND Plan, as specified and set forth within this Statement of Work.



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- e) Submit the CLSP and the LPND Plan to HHSC according to the Submission Calendar in Information Item S, incorporated by reference and posted at:  
<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- f) Maintain a current version of the CLSP and the LPND Plan on Grantee's website, with revision dates noted as appropriate for each plan revision.
- g) Annually post on Grantee's website a list of persons with whom Grantee 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. Family Partner is properly defined in 26 TAC §301.303(23). The list shall include all contracts or agreements in effect during all or part of the previous state fiscal year.
- h) Maintain a toll-free phone number for routine services and for crisis services posted on the Grantee'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. Grantee must notify the HHSC Contract Manager if Grantee experiences technical issues or a service disruption that exceeds 48 hours and impacts Grantee'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 HHSC; 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) Grantee shall establish outcomes and reporting requirements for each PNAC;
  - (4) Grantee shall ensure all PNAC members receive initial and ongoing training and information necessary to achieve expected outcomes. Grantee shall ensure that PNAC receives training and information related to 26 Texas Administrative Code (TAC) Chapter 301, Subchapter F (Provider Network Development), and that PNAC is actively involved in the development of the Consolidated Local Service Plan and the LPND Plan;
  - (5) Grantee shall ensure PNAC has access to all information regarding total funds



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

available through this Statement of Work for services in each program area, as well as all required performance targets and outcomes;

- (6) Grantee shall ensure PNAC receives a written copy of the final annual budget and biennial plan for each program area as approved by Grantee's Board of Trustees, and a written explanation of any variance from PNAC's recommendations;
- (7) Grantee shall ensure that PNAC has access to and reports to Grantee's Board of Trustees at least quarterly on issues related to 1) the needs and priorities of the LSA, 2) implementation of plans and contracts, and 3) PNAC's actions that respond to special assignments given to PNAC by the local board;
- (8) Grantee may develop alliances with other LMHAs/LBHAs to form regional PNACs; and
- (9) Grantee may develop a combined Mental Health and Intellectual and Developmental Disability (IDD) PNAC. If Grantee 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:

Grantee 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 HHSC:

Grantee shall:

- a) Adhere to HHSC directives related to Client Benefits Plan as described in Information Item H, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- 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 under 26 TAC Chapters 301 and 306, ensure that

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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.
- d) Designate a physician to act as the Medical Director and participate in medical leadership activities. Grantee shall submit the Medical Director's contact information as part of Form S, Contact List, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- 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. Grantee must include Continuity of Care Liaison's contact information as part of Form S, Contact List, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- g) Ensure client has an appointment scheduled with a physician or designee authorized by law to prescribe needed medications, so long as the Continuing Care Plan, as defined in 26 TAC Chapter 306, Subchapter D, Mental Health Services – Admission, Continuity, and Discharge, indicates that the LMHA/LBHA is responsible for providing or paying for psychotropic medications.
- h) Provide discharge planning in accordance with 26 TAC Chapter 306, 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 LAR must be involved in discharge planning.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (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, Grantee must respond 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 circumstances outside of Grantee's control, it is the Grantee'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 Grantee for starting the atypical long-acting injectable antipsychotic while in an.
  - (5) All activities associated with discharge planning for an individual in any HHSC-funded psychiatric bed shall be documented by the Grantee 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 calendar 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 HHSC within one 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 HHSC by Grantee who shall seek technical assistance from HHSC if this situation persists for five consecutive business days within the contract period. Ongoing efforts shall be documented, and the Grantee 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 Grantee but is within 75 miles of the individual's residence;
  - (6) If the Grantee lacks the capacity to meet any of the above requirements, Grantee

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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 Grantee shall refer the individual to the available service provider. Grantee 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, Grantee shall document a strategy to establish access to a provider.

- k) Provide clients a choice among all eligible network providers in accordance with 26 TAC, Chapter 301, Subchapter F (Provider Network Development).
- l) Offer each Level of Care (LOC) as outlined in the Texas Resiliency and Recovery (TRR) UM Guidelines, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>, 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 HHSC immediately if neither employing nor contracting with a qualified provider is possible for fifteen consecutive days during the contract term. This notification shall include the Grantee's plan to resolve the unavailability of services. Ongoing efforts shall be documented, and the Grantee 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 Grantee but is within 75 miles of the individual's residence;
  - (5) If the Grantee lacks the capacity to meet any of the above requirements, Grantee 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 Grantee shall refer the individual to the available service provider. Grantee 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, Grantee 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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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 HHSC-approved Individual Plan of Care (IPC) within ten (10) business days of IPC approval, or later, at the participant or LAR's 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
- (5) Grantee shall serve as a Comprehensive YES Waiver provider and Wraparound Provider Organization (WPO). Grantee may stop accepting client referrals as a Comprehensive YES Waiver provider if Grantee ensures there are at least two 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 HHSC; 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, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>, 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 HHSC-approved model. As Grantee serves as both the CWP and the WPO, as well as provider of last resort, Grantee 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 in the Code of Federal Regulations, Title 42, Chapter IV, Subchapter C, Part 441 (Medical Assistance Programs; Services: Requirements and Limits Applicable to Specific Services), and the YES Manual, incorporated by reference and posted at <https://hhs.texas.gov/doing->



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

[business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers);

- (d) The programs are operating with conflict-of-interest protections in place that are approved by HHSC, 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 (Texas Correctional Office on Offenders with Medical or Mental Impairments) and the guidelines outlined in the Jail Match Report and Jail Diversion Standards, Information Item T, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. Accordingly, Grantee shall:
- (1) Assist Community Supervision and Corrections Department (CSCD) and Texas Juvenile Justice Department (TJJJ) personnel with the coordination of supervision for offenders who are LMHA/LBHA clients. This shall include:
    - (a) Providing the local CSCD and TJJJ 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 TJJJ offices;
    - (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 TJJJ 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 TJJJ 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 TJJJ 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 Grantee'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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health->

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

[services-providers/behavioral-health-provider-resources/community-mental-health-contracts](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts), following submission guidelines in the Submission Calendar located in Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

- 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 (Discharge of Non-Sentenced Offenders with Mental Illness or Intellectual Disability).
- 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 (CMBHS) database. The data elements listed below—located in CMBHS under Provider Tools>Development Documentation and Supporting Materials>MH Outpatient Commitment—allow for batching:
- (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>
  - (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) Maintain communication with the court and other relevant parties regarding changes to outpatient mental health treatment orders. Grantee shall communicate order



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- disposition recommendations (i.e., renew, modify, revoke, or expire) to the court when clinically indicated or instructed by the court. Consistent with the Code of Criminal Procedure, Chapter 46C, Article 46C.261 (b), order disposition recommendations for the NGRI population should be filed with the court annually and no later than the 30th calendar day before order expiration.
- r) 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, with authority to: (1) contribute to the CRCG's decisions and recommendations; (2) contribute resources toward resolving problems of individuals needing agency services identified by the CRCG; and (3) by providing information concerning how to access Grantee's services and outlining the full array of services available. Duties shall be performed in accordance with Memorandum of Understanding for Coordinated Services to Persons Needing Multiagency Services, incorporated by reference and posted at <https://crcg.hhs.texas.gov/training-and-technical-assistance.html>.
- s) 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).
- t) 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 this Statement of Work, 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 calendar 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 calendar days unless the involved parties agree otherwise) to the ECI or HHSC Mental Health Program Services Unit for resolution at the state level.
- t) Designate a staff member to act as Grantee's Suicide Prevention Coordinator, and submit, as part of Form S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, this staff member's contact information. Grantee's Suicide Prevention Coordinator shall work collaboratively with local staff, LMHA/LBHA suicide prevention staff statewide, and HHSC's Suicide Prevention Office to reduce suicide

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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 HHSC 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](mailto: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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, according to the instructions on the form and by the due date on the contained in the Submission Calendar located in Information Item S; incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>; 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 HHSC approval;
    - (b) Have sufficient staff to operate efficiently;
    - (c) Collect, document, and store detailed information, on all telephone inquiries and calls;
    - (d) Provide electronic call answering methods that include an outgoing message

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- 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 business day after an individual presents for services.
- v) Grantee 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 and shall be identified on Form S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. If there is a vacancy, Grantee shall submit a plan of correction to HHSC to ensure that the position is filled and able to perform prescribed activities within six months. ANSA/CANS Super Users must:
- (1) Be certified as a QMHP-CS, and meet the training requirements indicated in Training and Competency, Information Item A, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
  - (2) 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. Grantee will make the following data available to HHSC 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 HHSC that the Home and Community Based Services - Adult Mental Health (HCBS-AMH) program is operational in Grantee's local service area, Grantee is required to utilize 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](mailto:HCBS-AMH-EnrollmentandReferral@hhsc.state.tx.us).

Grantee shall:

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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (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, incorporated by reference and posted at: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>, 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 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, incorporated by reference and posted at: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>, 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](mailto: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 Grantee's Housing Coordinator, and submit, as part of Form S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, this staff member's contact information. Grantee 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;

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (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 Grantee stays informed and continues receiving updated information, Grantee must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

4. Resource Development and Management

Grantee shall:

- a) Identify and create opportunities, including grant development, to make additional resources available to the 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 26 TAC Chapter 301, Subchapter F (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 HHSC within 30 calendar days of completing a procurement described in the LMHA/LBHA's approved Local Network Development Plan. HHSC 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 26 TAC Chapter 301, Subchapter B (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



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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 HHSC standards, including:
  - (1) Distributing information to providers on an ongoing basis to inform them of HHSC requirements;
  - (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 (Contract Management for Local Authorities).

5. Resource Allocation and Management

Grantee shall:

- a) Maintain an administrative and fiscal structure that separates local authority and provider functions, by allocating funding specifically and as specified within the various budget and quarterly financial reports Grantee submits to HHSC per this Statement of Work.
  
- b) Maintain a Utilization Management (UM) Committee that includes the following Grantee staff:
  - (1) The 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) UM staff representative;
  - (3) Quality management staff representative; and
  - (4) Fiscal/financial services staff representative.
  
- c) Hire and ensure its UM Manager:
  - (1) 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.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (3) Has a minimum of five 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 Grantee does not have a UM Manager, and delegates UM activities to other staff, Grantee shall hire a UM Director and Utilization Reviewer or Utilization Care Manager with the following requirements:
- (1) A UM Director must:
    - (a) Be licensed to practice in the State of Texas as a:
      - i. Qualified UM physician as specified in subsection 5.b(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 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 subsection 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 years of experience in direct care for adults with serious mental illness or children/youth with serious emotional disturbances, and be directly supervised by an individual who meets the qualifications of a UM 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. Grantee 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;



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (4) Appeals and denials;
  - (5) Fairness and equity; and
  - (6) Cost-effectiveness of all services provided.
- g) Implement a UM Program using HHSC's approved Texas Resiliency and Recovery (TRR) UM Guidelines, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>, 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 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 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 26 TAC § 301.335,
  - (9) Procedures to Give Notice of Fair Hearings (*see* Information Item Q, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>); and
  - (10) Maintaining documentation on appeals.
- h) Each biennium, Grantee 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 HHSC-approved entity.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- i) Grantee shall comply with the HHSC Texas Resiliency and Recovery (TRR) Waiting List Maintenance requirements, Information Item R, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, for all individuals (adult or child/youth) who have requested mental health services from Grantee, which Grantee anticipates will not be available upon request, thus are listed below:
- (1) Initial Intake and Placement on Waiting Lists – Grantee shall develop and ensure the implementation of procedures to triage and prioritize service needs of individuals determined eligible for a LOC, but for which Grantee has reached or exceeded its capacity to provide the LOC.
  - (2) 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.
  - (3) 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 assessment indicates a need for LOC-0 (*i.e.*, crisis) services shall not be placed on a waiting list.
  - (4) All medically necessary services shall be provided within timeframes specified by HHSC within this Statement of Work.
  - (5) 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.
  - (6) 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: Grantee 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 Grantee 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. Grantee shall make these services available to the individual whenever such services are indicated by the Uniform Assessment (UA) and in accordance with the Texas

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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), Grantee shall remove them from the waiting list and provide these services to the individual or refer the individual to other local Medicaid providers. Grantee shall provide assistance with the referral if requested by the client. Grantee shall document actions taken on behalf of the client.
- (a) If Grantee lacks the capacity to deliver the services and no qualified local Medicaid provider is available, Grantee 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 Grantee shall refer the individual to the available service provider. Grantee shall document the discussion with the individual, and the individual's decision, regarding traveling to the non-local provider.
- (b) Grantee may place an individual on a waiting list for the needed service only if Grantee 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, Grantee shall review the availability of the service monthly in order to ensure that the individual receives the needed service once it becomes available. Grantee shall document the steps taken in the client file.
- (4) Policies and Procedures for Waiting List Management: Grantee 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) Grantee shall assess clients on the waiting list at least every 180 calendar days using the CANS or ANSA.
- l) Monitoring and Maintenance Requirements:
- (1) Frequency of Monitoring:
- (a) Grantee shall ensure that all children/youth on the waiting list are monitored at least once every 30 calendar days from the date of placement on the waiting list to determine the continued need. Grantee 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 calendar days from the date of

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

placement on the waiting list to determine the continued need. Grantee 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 calendar 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) Grantee 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, Grantee 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 calendar day period, Grantee shall document all good faith efforts to contact that person or his/her 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 calendar day period, Grantee 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 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, jobsite, or school. The QMHP-CS or designated staff may want to review the CARE system/ CMBHS for designated collateral contacts who may assist in locating clients. Contacts with collaterals are subject to HHSC 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 calendar days after the preceding contact.
- (2) Individuals who have limited financial resources:
- (a) Grantee shall demonstrate that individuals who are placed on the waiting list for medically necessary services receive a screening for benefits assistance.
  - (b) Grantee shall notify its UM staff of dates relevant to each application (filed by or on behalf of a consumer screened or served by Grantee) 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: Grantee 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, incorporated by reference

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

- (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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- m) Pursuant to 26 TAC Chapter 301, Subchapter G, pertaining to Access to Mental Health Community Services and Standards of Care, Grantee shall utilize and enter information into the Inpatient Care Waitlist (ICW) through CMBHS within one 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 Grantee's designated state hospital). Information entered in CMBHS must include documentation of exhaustion of all good faith efforts to secure local resources. Grantee must designate a primary and secondary clinical staff person to act as the contact person to participate in ICW 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 ICW and must respond to client information requests within one business day. Submit these staff person's contact information as part of Form S, Contact List, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
6. Oversight of Authority and Provider Functions:
- Grantee shall:
- a) Objectively monitor and evaluate service delivery and provider performance, including providing oversight information to Grantee'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 Two or 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, incorporated by reference and posted at: <https://thinkculturalhealth.hhs.gov/clas>, for all served populations in accordance with the most current version of "Texas Cultural Competence Guidelines for Behavioral Health Organizations," incorporated by reference and posted at: <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider->



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

[portal/behavioral-health-provider/lmha/tx-cultural-competence-guidelines-bh-orgs.pdf](https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery). 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 HHSC.
  
- f) Implement a Quality Management Program that includes:
  - (1) A structure that ensures the program is implemented, including the involvement of stakeholders;
  - (2) Allocation of resources supporting implementation;
  - (3) Oversight by staff members with 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 Grantee's local authority functions;
  - (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 Grantee's Board of Trustees;
  - (11) Review of providers to determine whether they are consistent with HHSC-approved Evidence-Based Practices (EBPs), incorporated by reference and posted at: <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery>, 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 (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 HHSC to inform performance improvement activities, and assess unmet needs, service delivery problems, and effectiveness of authority functions for the LSA;

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (16) Oversight of all services, contracts, employees, volunteers and subcontractors, regardless in any variance in amount of funding;
- (17) Ensure compliance with HHSC-approved EBPs, incorporated by reference and posted at: <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery>, and fidelity protocols, per Information Item A, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, and TRR UM Guidelines, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>, as well as monitor and maintain documentation of employee training per EBP, which includes the following guidelines:
- (a) Fidelity monitoring, *i.e.*, measuring compliance with established standards or protocols, 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. Skill streaming and Aggression Replacement Techniques (ST-ART); and
  - v. Wraparound Implementation.
- (b) Fidelity monitoring, or measuring compliance with established standards or protocols, is recommended for the following CMH EBPs and promising practices:
- i. Nurturing Parenting
  - ii. Safety Planning Intervention
    - a. A “Safety Plan Intervention” (Stanley & Brown, 2011), incorporated by reference and posted at: <https://suicidesafetyplan.com/>, 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.
    - b. A Safety Plan Intervention (SPI) should follow a comprehensive risk assessment after strong rapport has been developed.
    - c. SPIs should be developed within a collaborative process among the provider, the individual at risk, and his or her close family and friends.
    - d. SPIs 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.
  - 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; and
    - (d) SAFE-T.
  - iv. Parent-Child Psychotherapy, including Parent Child Interaction Therapy (PCIT)



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- 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 Grantee 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](mailto:performance.contracts@hhsc.state.tx.us) within 48 hours after suspicion or learning of an incident allegedly perpetrated by an employee, agent, or Grantee. The report to HHSC 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 HHSC, which includes, but is not limited to, submission of data and supporting documentation, submission of self-audit reports, and participation in HHSC 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), incorporated by reference and posted at: <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery>, as specified by HHSC and provider EBPs, in accordance with HHSC 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 business days after receipt of a request from HHSC, develop a POI that adequately addresses the correction of any critical health, safety, rights, abuse or neglect issues identified by HHSC, and that includes a description of local oversight activities to monitor and maintain the correction of the identified problem, and submit to HHSC for approval; and
  - (2) Within 14 business days after receipt of a request from HHSC, develop a POI that adequately addresses the correction of organizational, clinical, or compliance problems identified by HHSC during oversight activities, which includes a description of local oversight activities to monitor and maintain the improvement of the identified problem, and submit to HHSC for approval in accordance with the Submission Calendar in Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider->

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

[portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts).

- h) If applicable, submit to HHSC 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. The submission shall include the accreditation review report and any plan of improvement created by Grantee in response to the accreditation review report.
- i) Ensure that Grantee'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 Grantee's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (ADA Plan) is reviewed by Grantee 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) Grantee shall enforce 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 Grantee 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 Grantee cannot meet the minimum standards as set forth in this section, it must obtain a waiver from the HHSC.
- l) Grantee 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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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 Government Code Section 531.011, and HHS Consumer Inquiry and Complaint Policy, Circular C-052, incorporated by reference and posted at:

<https://hhsconnection.hhs.texas.gov/sites/intranet/files/policies/ombudsman/c-052.pdf>, HHSC shall collect consumer complaints and inquiry information from Grantee. Grantees shall establish a process for tracking, reporting, and analyzing consumer complaints and inquiries received locally to report to HHSC on a monthly schedule. Grantee shall maintain records sufficiently to allow for verification, tracking, and analysis:

- 1) Grantee shall report consumer complaint and inquiry information to HHSC via Form LL, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts> in accordance with Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- 2) The data submitted by Grantee 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.
- 3) Additionally, Grantee must post its complaint process and Client's Rights Officer's contact information on Grantee's website and establish a process for consumers to submit complaints and advise consumers how to contact the Office of the Ombudsman (OO) should Grantee not resolve the complaint to the client's 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, Grantee shall assist HHSC's Disaster Behavioral Health Services (DBHS) program in

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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 Grantee's Local Service Area (LSA). Grantee shall assist survivors, emergency 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, Grantee shall provide disaster behavioral health services to the affected individuals in conjunction with the individual's current support system. Grantee 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 Grantee under this Contract. Grantee shall be prepared to provide disaster behavioral health services with little or no advance notice.

Grantee 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. Grantee shall use standardized data gathering, expense tracking, and reporting forms as provided by the HHSC.

Grantee'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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, the names and 24-hour contact information of:
  - 1) At least two individuals identified by Grantee who serve as the disaster behavioral health point of contact and are trained in providing disaster behavioral health services;
  - 2) Grantee's Risk Manager or Safety Officer; and
  - 3) Grantee's Chief Fiscal Officer or Agent.
- b) Information submitted by Grantee shall include whether the identified individuals in 7(a)(1) have been trained in PFA National Incident Management System 100, 200, 300, 700, 800 and/or CISM modalities on the HHSC's Form T, Disaster Contact List, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- c) Collaborate with HHSC 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.
- d) Assign employees trained in PFA, National Incident Management System 100, 200,

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

700 and/or CISM modalities to assist HHSC 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.

- e) Contract with HHSC 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 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 HHSC 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.
  - f) 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:
- 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 Section is to outline the requirements of the Grantee 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 26 TAC § 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.

Grantee 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>, and Title 26 TAC Chapter 307, Subchapter A (Youth Empowerment



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

Services). To the extent this Statement of Work imposes a higher standard, or additional requirements beyond those required by the YES Manual, the terms of this Statement of Work 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>, 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
    - (d) use any HHSC-approved multimedia content, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>, 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 HHSC if the program experiences any technical issues that impede functionality of the Inquiry Line;
    - (c) Utilizing HHSC-approved language on the voice message, which shall include all required information (*see* User Guide for Inquiry Line Script, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>) 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 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 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 LAR, and must be documented in the individual's case records; and



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (h) Submitting a complete and up-to-date Inquiry List to HHSC by the fifth business day of the following month, utilizing the Inquiry List template provided by the HHSC, 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) Grantee shall not exceed their maximum enrollment number (capacity) without prior approval from HHSC. Grantee'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>. Grantee shall not exceed the maximum enrollment threshold at any time of the contract year. Exceptions are as follows:
- (a) Except as authorized by HHSC 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.
- (c) Upon approval from HHSC to serve above the stated capacity.
- (4) Grantee 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 HHSC 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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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. Grantee shall collect data, measure, assess, and work to improve dimensions of performance through focus on various aspects of care. Grantee 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 HHSC or HHSC Designee at any time designated by HHSC.
  - (13) Responding to HHSC requests for information and documentation within three (3) business days, unless provided a HHSC-approved extension.
- b) Serve as a 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 during the Contract term in the 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>, YES User Guide, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>, in the Centers for Medicare and Medicaid Services (CMS) waiver application, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>, and in 26 TAC Chapter 307, Subchapter A;
  - (2) Participating in onsite, telephonic, and/or virtual support with HHSC or an HHSC Designee related to Wraparound fidelity;
  - (3) Participating in trainings, technical assistance calls, or webinars scheduled and conducted by HHSC or HHSC Designee;
  - (4) Providing Wraparound according to fidelity requirements outlined by HHSC or HHSC Designee;
  - (5) Facilitating the development of Waiver participant Individual Plans of Care (IPCs) in accordance with the 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>;
  - (6) Submitting Initial and Renewal IPCs within 10 business days of the latter of HHSC's authorizing the Clinical Eligibility Determination or being selected by the participant to serve as the WPO. Exceptions to the timeline are considered

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

only at the request of the Waiver participant, LAR or medical consentor, and must be documented in the Waiver participant's case records.

- (7) Submitting revision IPCs to CMBHS for approval within five business days of completion and in accordance with the 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>;
- (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 (Youth Empowerment Services);
- (9) Providing transition planning and service coordination in accordance with requirements in the 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>, and submitting transition plans within CMBHS in accordance with requirements in the YES Manual and YES User Guide, incorporated by reference and posted at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>;
- (10) Ensuring that staff providing Wraparound are within the recommended Wraparound provider organizational caseload ratios outlined in the 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>, and submitting a written request for HHSC Contract Manager 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 HHSC Contract Manager for review and approval;
- (11) Monitoring service utilization for compliance with the HHCS-approved IPC for each Waiver participant;
- (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, incorporated by reference and posted at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>;
- (13) Providing engagement activities to facilitate Waiver participation in all Waiver services in the IPC;
- (14) Performing Quality Management (QM) activities: Grantee shall collect data, measure, assess and work to improve dimensions of performance through a focus on various aspects of care. Grantee 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 HHSC-approved IPC;

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (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 HHSC Contract Manager for review and approval.
- c) Cooperation with HHSC:
- (1) Cooperating with and assisting HHSC 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 HHSC;
  - (2) Allowing HHSC 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 HHSC, or the HHSC 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 Grantee's staff or subcontractors and all locations where the Grantee or subcontractors perform activities related to the Waiver;
  - (4) Participating in Wraparound fidelity reviews, which includes providing requested client or organizational data and information to HHSC or HHSC Designee; and
  - (5) Participating in scheduled meetings, webinars, or trainings related to the YES Waiver or Wraparound.

**B. Adult Services**

- 1. Community Services:
  - a) Grantee shall provide the community-based services outlined in Texas Health and Safety Code Chapter § 534.053, which are incorporated into services defined in Information Item G, incorporated by reference and posted at:  
<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- b) Grantee shall establish a reasonable standard charge for each service containing an asterisk (\*) in Information Item G, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, as required under 25 TAC, Part 1, Chapter 412, Subchapter C (Charges for Community Services).
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 as defined in the following DSM-5 diagnostic codes: 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 adult MH Priority Population, the choice of and admission to medically necessary services is determined jointly by the individual seeking service and Grantee.
- (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), incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/adult-needs-strengths-assessment>, the needs of the individual, Texas Resiliency and Recovery (TRR) Utilization Management (UM) Guidelines, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>, and the availability of



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

resources. Clients authorized for care by Grantee 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 Grantee determines continued need for services. This activity is completed according to the UA protocols), incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/adult-needs-strengths-assessment>, and TRR UM Guidelines, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>.
- (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 HHSC-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 Grantee. 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 HHSC-approved entity. Grantee can find information related to ANSA training and certification requirements posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/adult-needs-strengths-assessment>;
- (4) The UA shall be administered according to the timeframes delineated in Information Item C, incorporated by reference and posted at:



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

<https://www.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) Grantee shall submit all required information in compliance with the schedule established by HHSC through either CARE/WebCare or 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 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) Grantee can only batch to CMBHS once it has submitted Form U, CMBHS Assessment Attestation, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, regarding data exchange.

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

3. Service Requirements:  
 Grantee shall:

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- a) Comply with UA requirements outlined in Section I.A(3)(u) above. (UA is not required for individuals whose services are not funded with funds paid to Grantee 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 to meet this requirement are available from the National Institute of Mental Health (NIMH), and 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 HHSC and posted at <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery> (on a schedule determined by HHSC) 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.
- 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 HHSC's TRR UM Guidelines, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>, the Adult Needs and Strengths Assessment (ANSA), and the Fidelity Instruments, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/adult-needs-strengths-assessment>;
  - (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 adult MH Priority Population, and, if so, ensure that a full assessment is conducted and documented using the most current versions of the HHSC UA instruments, incorporated by reference and posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/adult-needs-strengths-assessment>. 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 adult MH 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 (an authorized LOC is herein referred to as "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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- 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 HHSC competency requirements as outlined in the Information Item A, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- (7) Ensure that providers of services and supports within TRR are trained in the HHSC-approved EBPs prior to the provision of these services and supports. HHSC-approved EBPs are:
- (a) Assertive Community Treatment Services: Substance Abuse and Mental Health Services Administration (SAMHSA) Assertive Community Treatment Services;
  - (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 HHSC-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 calendar days of assuming a supervisory position. If supervisors are unable to complete this requirement within calendar 180 days of assuming the supervisory position, the LMHA/LBHA must submit a plan to HHSC 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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- 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 Grantee, in accordance with the TRR UM Guidelines;
  - (12) Assertive Community Treatment (ACT) Services provided by Grantee shall meet the minimum TRR UM Guidelines for LOC-4, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>, and shall follow the most current Dartmouth Assertive Community Treatment Scale (DACTS) Fidelity Instrument, incorporated by reference and posted at: <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery>;
  - (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, Grantee 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 306, Subchapter F (Mental Health Rehabilitative Services), and 26 TAC Chapter 306, Subchapter A (Standards for Services to Individuals with Co-occurring Psychiatric and Substance Use Disorders).
  - (14) Grantee shall serve individuals, with monies allocated through Crisis Redesign, for engagement, transition, and intensive ongoing services in accordance with TRR UM Guidelines, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>. CARE Report III shall be completed in accordance with Instructions for MH Report III, Information Item D, and submission timelines as outlined in Information Item S, Submission Calendar, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. Performance measures are outlined in Section II. below; and
  - (15) Grantee shall maintain access to CMBHS even if Grantee utilizes an approved batch process.
- d) Submit encounter data for all services according to the procedures, instructions, and schedule established by HHSC, including all required data fields and values in the

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

current version of the HHSC Community Mental Health Service Array. The current version of HHSC 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, incorporated by reference and posted at:

<https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>.

- e) Comply with the following Medicaid-related items:
- (1) Contract with HHSC to be a provider of Medicaid MH Rehabilitative Services;
  - (2) Contract with HHSC to be a provider of Medicaid MH Case Management and with HHSC 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 in accordance with the Texas Medicaid Provider Procedures Manual, incorporated by reference and posted at: <https://www.tmhp.com/resources/provider-manuals/tmppm>.
- 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 Grantee's financial resources. This includes for Grantee to:
- (1) Enter into network provider agreements with, and bill, managed care organizations (MCOs) for Medicaid- and CHIP-covered services, provided Grantee can reach mutually agreeable terms and conditions with Medicaid and CHIP MCOs;
  - (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 25 TAC Chapter 412, Subchapter C *et seq.* (Charges for Community Services), 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 HHSC;
  - (6) Provide all billing functions at no cost to the client; and
  - (7) Use Temporary Assistance for Needy Families (TANF), and Social Services Block Grant (SSBG or Title XX) funds to provide comprehensive community MH services to clients with severe and persistent mental illness.
  - (8) Utilize funds under 42 USC § 1397 (Title XX) for the following services and expenditures for Title XX to clients in the adult MH Priority Population defined in Section I.B(2)(a) above:



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- (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) Psychosocial Rehabilitative Services and Skills Training and Development Services as defined in Information Item G, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- (d) Housing services, which 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- (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,



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

- (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
    - iii. Drug abuse when in conjunction with a serious emotional disturbance.
 This service includes Counseling as defined in Information Item G, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
  - (g) Health related and home health services, which 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
  - (h) Report this information on Form L, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>; and
  - (i) Other services meeting the requirements for TANF or Title XX funds, as approved by HHSC.
- 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 26 TAC Chapter 306, Subchapter A (Standards for Services to Individuals with Co-Occurring

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

Psychiatric and Substance Use Disorder. 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 adult MH 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 HHSC in the form and format prescribed by HHSC within its request.
- k) Implement crisis services in compliance with the standards outlined in Crisis Service Standards, Information Item V, incorporated by reference and posted at:  
<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

**C. Children and Youth Services**

1. Community Services:

- a) Grantee shall provide the community-based services outlined in Texas Health and Safety Code Texas Health and Safety Code Chapter § 534.053, as incorporated into services defined in Information Item G, incorporated by reference and posted at:  
<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- b) Grantee shall establish a reasonable standard charge for each service containing an asterisk (\*) in Information Item G, incorporated by reference and posted at:  
<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, as required under 25 TAC, Part 1, Chapter 412, Subchapter C (Charges for Community Services).

2. Populations Served:

- a) Child and Youth Mental Health (MH) Priority Population – The children's MH 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 Related Disorders are 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,

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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.

c) Age Limitations:

- (1) Children under the age of three who have been 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 MH Priority Population criteria and served for up to one 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 HHSC-approved UA.
- (3) For purposes of this Contract, definitions of "child," "adolescent," and "transition age youth" are as follows:

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (a) “Child”: An individual who is at least three 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/LAR and the Grantee.
  - (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 Grantee 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 Grantee 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.
- 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 by Grantee of the required diagnostic criteria shall be included in Grantee’s client record and transmitted to HHSC as part of the required assessment information.
- g) UA Requirements:
- (1) HHSC-approved UA, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/child-adolescent-needs-strengths-assessment>, 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.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (2) The above instruments are required to be completed once an individual has been screened and determined in need of assessment from Grantee. 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 HHSC-approved entity. Grantee can find information related to CANS training and certification requirements posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/child-adolescent-needs-strengths-assessment>.
- (4) The UA shall be administered according to the timeframes delineated in Information Item C, incorporated by reference and posted at: <https://www.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) Grantee shall submit all required information in compliance with the schedule established by HHSC through either CARE/WebCare or 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
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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

Required Submission	Approved Data Submission Methods			
	CMBHS Online (Use of the CMBHS web interface)	CMBHS Batch	CARE/WebCare Online	CARE/WebCare Batch
Consent	Yes	No	N/A	N/A

- (2) Grantee may only batch to CMBHS if Grantee has submitted Form U, CMBHS Assessment Attestation, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, regarding data exchange.
- (3) Grantee shall no longer enter, and HHSC will no longer accept, UA information through WebCare or the CARE System.
- (4) UA data must be entered into CMBHS online or through a HHSC-approved data exchange process.
3. Service Requirements:  
 Grantee shall:
- a) Comply with UA requirements outlined in Section I.A(3)(u) above. (UA is not required for individuals whose services are not funded with funds paid to Grantee under this Statement of Work).
  - b) Children’s MH case managers can access and use Texas’ Health and Human Services 211, <https://www.211texas.org/cms/>, to facilitate access to a continuum of services both locally and throughout the state.
  - 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 to meet this requirement are available from the NIMH, and are incorporated by reference and posted at: <http://www.nimh.nih.gov/health/index.shtml>. Other alternative guidelines approved by HHSC and posted on the HHSC website at <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery> (on a schedule determined by HHSC) can also be used to satisfy this requirement. 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.
  - 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 HHSC’s TRR Utilization Management (UM) Guidelines, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization->



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

[management-guidelines-manual](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/child-adolescent-needs-strengths-assessment), the Uniform Assessment (UA), including the CANS, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/child-adolescent-needs-strengths-assessment>, and Information Item V (for Crisis Services), incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

- (2) Each child or youth for whom services are requested shall be screened in order to determine if they are part of the children's MH 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 children's MH Priority Population, and, if so, a full assessment shall be conducted and documented using the most current versions of the HHSC UA instruments, including the CANS, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities/child-adolescent-needs-strengths-assessment>. Individuals whose services are not funded with Contract funds are exempt from inclusion in TRR, regardless of children's MH Priority Population status.
- (4) Make available to each client who is recommended and authorized for a LOC, as indicated by the UA, which includes the CANS, all services and supports within the LOC-A:
  - (a) Any eligible child or youth may not be deviated downward more than one LOC without written documentation supporting clinical need for the deviation. If client and LAR refuse the entire LOC, the child or youth may not be deviated downward more than one 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 service subcontractors to meet all training requirements of the HHSC-approved EBPs, incorporated by

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

reference and posted at: <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery>, prior to the provision of these services and supports as outlined in Information Item A, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. Completion of the training requirements shall be documented and maintained by Grantee and Grantee's subcontractors.

- (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 E. Training requirements are outlined in Information Item A, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- (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 HHSC-approved model, incorporated by reference and posted at: <https://www.nwic.org/>, with further information posted at: <https://theinstitute.umaryland.edu/our-work/texas-center/wraparound/>.
- (c) Grantee 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 HHSC-approved EBPs, incorporated by reference and posted at: <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery>, and preferably have provided the EBPs prior to the supervision of the EBPs. Supervisors must complete this requirement within 180 calendar days of assuming a supervisory position. If supervisors are unable to complete this requirement within 180 calendar days of assuming the supervisory position, the LMHA/LBHA must submit a plan to HHSC outlining how the supervisor will fulfill this requirement.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

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 CANS, to:
- (a) Document the assessment of individuals seeking services;
  - (b) Reassess current children/youth in services when update assessments are due, which 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
  - (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 LAR:
    - (i) at intervals outlined in the TRR UM Guidelines, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>;
    - (ii) as clinically indicated; or
    - (iii) as guided/requested by the individual, LAR, or primary caregiver.
- (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 qualifications outlined in 26 TAC §306.305.
- (14) Grantee shall ensure the Family Partner:
- (a) Receives the appropriate training and supervision (by a Qualified Mental Health Professional - Community Services (QMHP-CS) or higher); and
  - (b) Attends the monthly HHSC-scheduled Certified Family Partner (CFP) technical assistance call. Grantee 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) Grantee 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 year of assuming this role; and

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- (b) The CFP Supervisor must attend the regularly scheduled HHSC CFP Technical Assistance Call. The CFP Supervisor may delegate attendance to the CFP during the CFP Supervisor's absence.
  - (16) Grantee shall serve individuals with funding allocated through Crisis Redesign for engagement, transition, and intensive ongoing services in accordance with TRR UM Guidelines, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>.
  - (17) CARE Report III shall be completed in accordance with Information Item D and submission timelines as outlined in Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>
  - (18) Performance measures are outlined in Section II below.
  - (19) Grantee 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.
  - (20) Maintain access to CMBHS even if Grantee utilizes an approved batch process.
- e) Submit encounter data for all services according to the procedures, instructions, and schedule established by HHSC, including all required data fields and values in the current version of the HHSC Community Mental Health Service Array. The current version of HHSC 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, incorporated by reference and posted at: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>.
- f) Comply with the following Medicaid-related requirements:
- (1) Contract with HHSC to be a provider for Medicaid MH Rehabilitative Services and Medicaid MH Case Management;
  - (2) Contract with HHSC 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 in accordance with the Texas Medicaid Provider Procedures Manual, incorporated by reference and posted at: <https://www.tmhp.com/resources/provider-manuals/tmppm>; and
  - (5) Adhere to MH Rehabilitative Service delivery requirements outlined in 26 TAC Chapter 306, Subchapter F.
- 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

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- local, or private, funding sources) whenever possible to maximize Grantee's financial resources. Grantee shall comply with the following requirements:
- (1) Provided the Grantee can reach mutually agreeable terms and conditions with Medicaid and CHIP managed care organizations (MCOs), the Grantee 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 25 TAC Chapter 412, Subchapter C *et seq.* (Chares for Community Services), to maximize reimbursement from individuals with an ability to pay for services provided.
  - (5) Maintain appropriate documentation from the third-party payors reflecting attempts to obtain reimbursement;
  - (6) Bill all other funding sources for services provided under this Contract before submitting any request for reimbursement to HHSC; and
  - (7) Provide all billing functions at no cost to the client.
- h) Use Temporary Assistance for Needy (TANF), and Social Services Block Grant (SSBG or Title XX) funds to provide comprehensive community MH services to clients with serious emotional disturbances. Grantee shall utilize the SSBG under 42 USC § 1397 *et seq.* (also known as Title XX of the Social Security Act) for following services to clients in the children's MH Priority Population:
- (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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
  - (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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health->



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- [services-providers/behavioral-health-provider-resources/community-mental-health-contracts](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts);
- (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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- (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 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- (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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- (6) Report this information on Form L, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health->



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

[services-providers/behavioral-health-provider-resources/community-mental-health-contracts](#); and

- (7) Other services meeting the requirement of TANF or Title XX funds as approved by HHSC.
- 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 26 TAC Chapter 306, Subchapter A. Grantee shall ensure both mental health and substance use needs are being concurrently addressed. Grantee 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 A08, Residential Treatment Center Integration, and:
- (1) Designate a Point of Contact (POC) to coordinate the referral process for children and youth referred to a HHSC-funded RTC, and participate HHSC RTC Technical Assistance Calls as scheduled and conducted by HHSC;
  - (2) Conduct initial and on-going diagnostic assessments face-to-face or by tele-medicine/tele-health with the individual to determine children's MH Priority Population eligibility. (Use of ongoing telephonic diagnostic assessments, utilizing data collected from the child, the child's LAR, and/or child's RTC therapist, are only approved for children or youth referred to a HHSC-funded RTC outside of Grantee's LSA);
  - (3) Enroll the child or youth into Level of Care Residential Treatment Center (LOC-RTC) within 14 calendar days of admission to a HHSC-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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>; 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 HHSC-funded RTC.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- l) Implement crisis services in compliance with the standards outlined in Information Item V, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- m) Require the Children’s Mental Health Director to attend the regularly scheduled HHSC Children’s Mental Health Directors Technical Assistance Call, or any other Children’s Mental Health Director-specific calls as scheduled and conducted by HHSC, upon which Grantee will be notified by written communication.

**SECTION II. SERVICE TARGETS, OUTCOMES, AND PERFORMANCE MEASURES**

Grantee 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, incorporated by reference and posted at: <https://www.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 Contract Attachment C, Local Mental Health Authority Special Conditions, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

**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). Quarters start September 1st of each year and end August 31st of each year. 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 Grantee does not meet, HHSC shall recoup a percentage of Grantee’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. Grantees 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), as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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%.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, shall receive at least one face-to-face or tele-video encounter each month. FLOCs, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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%.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

4. Child and Youth Monthly Service Provision (1%): An average of at least 65.0% of children and youth authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, shall receive at least one face-to-face or tele-video 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 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, shall avoid hospitalization in a HHSC 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%.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

- 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 HHSC 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%.
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 HHSC 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 HHSC Contracted Bed, a CMHH, or a PPB shall receive face-to-face or tele-video contact within seven calendar days of discharge.
10. Crisis 7-Day Follow-up: HHSC has not established a minimum threshold for this measure, but reviews 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.



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

**B. Adult Services**

Adult service performance 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). Quarters start September 1st of each year and end August 31st of each year.

1. Adult Service Target:

- a) Target is 1564. This target equals the average monthly number of adults authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. The statewide performance level for this target is 100%.
- 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 Grantee’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 Grantee’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 Grantee’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 Grantee’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 Grantee’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 Grantee’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 HHSC 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 adult MH Priority Population. If HHSC agrees the change in funding will likely impact the LMHA’s or LBHA’s ability to meet contractual requirements, HHSC will provide an estimate of the total number to be served based on the information provided. At the end of the state fiscal year (*i.e.*, August 31st), HHSC will waive recoupment for LMHAs or LBHAs with a significant change in funding, *e.g.*, the total expenditure of funds is less than \$4,150 per adult served. The calculation for this determination will be:



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

*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, incorporated by reference and posted at:

<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, is finalized, HHSC 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, shall have acceptable or improved employment.
5. Educational or Volunteering Strengths: At least 26.5% of adults authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, shall have acceptable or improved residential stability.
7. Adults served with TANF or Title XX:  
Expected Fiscal Year targets are listed in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
8. Depression Response at Six Months: HHSC has not established a minimum threshold for this measure, but reviews the percentage of adults authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at:

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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 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: HHSC has not established a minimum threshold for this measure, but reviews the percentage of adults authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, in the prior measurement period with Assessment Type A (admit) and LOC-R 4 who have:
  - a) A face-to-face or tele-video service contact 90-180 calendar days following the admit assessment; and
  - b) A second Assessment Type A (admit) or C (continuing) 90-210 calendar days after the admit assessment.
  
10. High Need Adults: HHSC has not established a minimum threshold for this measure, but reviews the percentage of adults authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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: HHSC has not established a minimum threshold for this measure, but reviews the percentage of adults authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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 tele-video 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: HHSC has not established a minimum threshold for this measure, but reviews the percentage of adults authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, with ANSA scores that trigger the Criminal Behavior module of the ANSA who have acceptable or improved functioning in the Criminal Behavior module.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

**C. Child and Youth Services**

Children's service performance 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). Quarters start September 1st of each year and end August 31st of each year.

1. Child and Youth Service Target:

- a) Target is 358. This target equals the average monthly number of children and youth authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, and LOC-YES (i.e., Youth Empowerment Services). The statewide performance level for this target is 100%.
- 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;
  - (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 Grantee'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 Grantee'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 Grantee'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 Grantee'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 Grantee'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 Grantee'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 HHSC 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 children's MH Priority Population. If HHSC agrees the change in funding is potentially significant, HHSC will provide an estimate of the total number to be served based on the information provided. At the end of the year, HHSC will waive recoupment for LMHAs or LBHAs with a significant change in funding, e.g., the total expenditure of funds is less than \$4,000 per child/youth served. The calculation for this determination will be:

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

*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, incorporated by reference and posted at:

<https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, is final, HHSC 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>)
  - b) The following sanctions apply:
    - (1) If Grantee achieves greater than or equal to 10%, there is no recoupment;
    - (2) If Grantee achieves from 5% to 9%, the recoupment is 0.15% of Grantee’s current two quarters’ funding for children’s MH services;
    - (3) If Grantee achieves from 0% to 4%, the recoupment is 0.3% of Grantee’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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, shall have acceptable or improved family and living situations.
4. Children Served with TANF or Title XX Funds:

Expected Fiscal Year targets are listed in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

5. Family Partner Response: HHSC has not established a minimum threshold for this measure, but reviews the percentage of children and youth authorized in a Full Level of Care (FLOC), as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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: HHSC has not established a minimum threshold for this measure, but reviews the percentage of children and youth authorized in a FLOC, as defined in Information Item C, 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 tele-video service contact 90-180 calendar days following the admit assessment; and
  - b) A second assessment Type A (admit) or C (continuing) 90-210 calendar days after the admit assessment.
  
7. Juvenile Justice: HHSC has not established a minimum threshold for this measure, but reviews the percentage of children and youth authorized in a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, 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 Quarter 2 (measuring Quarters 1 and 2) and Quarter 4 (Measuring Quarters 3 and 4). Quarters start September 1st of each year and end August 31st of each year.

1. Hospitalization: The equity-adjusted rate of HHSC 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, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, shall be admitted to a HHSC Inpatient Bed three or more times within 180 calendar 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



**ATTACHMENT A01**  
**PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

LOC-0 shall be authorized into a FLOC, as defined in Information Item C, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, or LOC-5 within 14 calendar 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 calendar 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: HHSC has not established a minimum threshold for this measure, but reviews the percentage of adults, children, and youth discharged from a state hospital, a HHSC Contracted Bed, a CMHH, or a PPB and reassigned to the LMHA/LBHA who are readmitted to a HHSC Inpatient Bed within 30 days of discharge.

**E. Long Term Services and Supports**

Grantee shall act upon at least 70.0% of referrals within 15 calendar days of receipt from the Long-Term Services and Supports (LTSS) Screen. Grantee 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 according to the schedule outlined in the 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>.
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 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 according to the schedule outlined in the 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>.
4. Critical Incident Reporting: At least 90% of critical incidents shall be submitted according to the schedule outlined in the YES Manual, incorporated by reference and posted at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health->



**ATTACHMENT A01  
PERFORMANCE CONTRACT NOTEBOOK (MH/PCN), VERSION 1**

[services-providers/youth-empowerment-services-waiver-providers.](#)

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 facilitator to ten 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 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.](https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers)
7. Wraparound Staff Training and Credentialing: At least 90% of Wraparound staff and subcontractor files shall be compliant with employment checks and training requirements.

**SECTION III. PAYMENT METHOD**

Quarterly Allocation.

**SECTION IV. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE**

Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies or sanctions outlined under Contract Attachment C, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).



# TEXAS

## Health and Human Services

**Health and Human Services (HHS)**

**Uniform Terms and Conditions -  
Governmental Entity**

**Version 3.2**

Published and Effective - May 2020

Responsible Office: Chief Counsel

## Table of Contents

<b>ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS .....</b>	<b>5</b>
<b>1.1    DEFINITIONS .....</b>	<b>5</b>
<b>1.2    INTERPRETIVE PROVISIONS .....</b>	<b>6</b>
<b>ARTICLE II. PAYMENT PROVISIONS .....</b>	<b>7</b>
<b>2.1    PAYMENT .....</b>	<b>7</b>
<b>2.2    ANCILLARY AND TRAVEL EXPENSES.....</b>	<b>7</b>
<b>2.3    NO QUANTITY GUARANTEES .....</b>	<b>7</b>
<b>2.4    TAXES .....</b>	<b>7</b>
<b>ARTICLE III. STATE AND FEDERAL FUNDING .....</b>	<b>8</b>
<b>3.1    EXCESS OBLIGATIONS PROHIBITED .....</b>	<b>8</b>
<b>3.2    NO DEBT AGAINST THE STATE .....</b>	<b>8</b>
<b>3.3    DEBT AND DELINQUENCIES.....</b>	<b>8</b>
<b>3.4    REFUNDS AND OVERPAYMENTS .....</b>	<b>8</b>
<b>ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS.....</b>	<b>9</b>
<b>4.1    WARRANTY .....</b>	<b>9</b>
<b>4.2    CONTRACT AFFIRMATIONS.....</b>	<b>9</b>
<b>4.3    FEDERAL ASSURANCES .....</b>	<b>9</b>
<b>4.4    FEDERAL CERTIFICATIONS.....</b>	<b>9</b>
<b>ARTICLE V. INTELLECTUAL PROPERTY.....</b>	<b>9</b>
<b>5.1    OWNERSHIP OF WORK PRODUCT .....</b>	<b>9</b>
<b>5.2    PERFORMING AGENCY’S PRE-EXISTING WORKS.....</b>	<b>10</b>
<b>5.3    THIRD PARTY IP.....</b>	<b>10</b>
<b>5.4    AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS .....</b>	<b>11</b>
<b>5.5    DELIVERY UPON TERMINATION OR EXPIRATION .....</b>	<b>11</b>
<b>5.6    SURVIVAL.....</b>	<b>11</b>
<b>5.7    SYSTEM AGENCY DATA.....</b>	<b>11</b>
<b>ARTICLE VI. PROPERTY .....</b>	<b>12</b>
<b>6.1    USE OF STATE PROPERTY .....</b>	<b>12</b>
<b>6.2    DAMAGE TO GOVERNMENT PROPERTY.....</b>	<b>12</b>
<b>6.3    PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT.....</b>	<b>12</b>

**ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY ..... 13**

**7.1 RECORD MAINTENANCE AND RETENTION .....13**

**7.2 AGENCY’S RIGHT TO AUDIT .....13**

**7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS .....14**

**7.4 STATE AUDITOR’S RIGHT TO AUDIT .....14**

**7.5 CONFIDENTIALITY.....14**

**ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION..... 14**

**8.1 CONTRACT REMEDIES.....14**

**8.2 TERMINATION FOR CONVENIENCE .....15**

**8.3 TERMINATION FOR CAUSE .....15**

**8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY’S TERMINATION COSTS .....15**

**ARTICLE IX. GENERAL PROVISIONS ..... 15**

**9.1 AMENDMENT .....15**

**9.2 INSURANCE .....15**

**9.3 LIMITATION ON AUTHORITY .....16**

**9.4 LEGAL OBLIGATIONS .....16**

**9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS.....16**

**9.6 E-VERIFY PROGRAM.....17**

**9.7 PERMITTING AND LICENSURE.....17**

**9.8 SUBCONTRACTORS .....17**

**9.9 INDEPENDENT PERFORMING AGENCY .....17**

**9.10 GOVERNING LAW AND VENUE .....18**

**9.11 SEVERABILITY .....18**

**9.12 SURVIVABILITY.....18**

**9.13 FORCE MAJEURE.....18**

**9.14 DISPUTE RESOLUTION.....18**

**9.15 NO IMPLIED WAIVER OF PROVISIONS .....19**

**9.16 MEDIA RELEASES .....19**

**9.17 NO MARKETING ACTIVITIES .....19**

**9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS.....19**

**9.19 SOVEREIGN IMMUNITY.....20**

**9.20 ENTIRE CONTRACT AND MODIFICATION .....20**

**9.21 COUNTERPARTS.....20**

**9.22 CIVIL RIGHTS .....20**  
**9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS .....21**  
**9.24 DISCLOSURE OF LITIGATION .....21**  
**9.25 NO THIRD-PARTY BENEFICIARIES .....22**  
**9.26 BINDING EFFECT .....22**

## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

“Deliverables” means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“HHSC” means the Health and Human Services Commission.

“Health and Human Services” or “HHS” includes HHSC and DSHS.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Local Government” means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.



“Parties” means the System Agency and Performing Agency, collectively.

“Party” means either the System Agency or Performing Agency, individually.

“Performing Agency” means the State Agency or Local Government providing the goods or services defined in this Contract.

“Receiving Agency” means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

“Signature Document” means the document executed by both Parties that sets forth all the documents that constitute the Contract.

“Solicitation” means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” means Performing Agency’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Agency” means a Texas “Agency” as defined under Texas Government Code, Chapter 771.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means the Texas Comptroller of Public Accounts’ state travel laws, rules, and policies.

“System Agency” means HHSC or DSHS, as applicable.

“Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency’s performance of its duties under the Contract or through use of any funding provided under this Contract.

## **1.2 INTERPRETIVE PROVISIONS**

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a

whole and not to any particular provision, section, attachment, or schedule of this Contract unless otherwise specified.

- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.
- D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- H. Time is of the essence in this Contract.

## **ARTICLE II. PAYMENT PROVISIONS**

### **2.1 PAYMENT**

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

### **2.2 ANCILLARY AND TRAVEL EXPENSES**

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts’ *Texttravel* accessible at the Texas Comptroller of Public Accounts website.

### **2.3 NO QUANTITY GUARANTEES**

The System Agency makes no guarantee of volume or usage of Work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

### **2.4 TAXES**

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.1 EXCESS OBLIGATIONS PROHIBITED**

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

### **3.2 NO DEBT AGAINST THE STATE**

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.3 DEBT AND DELINQUENCIES**

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

### **3.4 REFUNDS AND OVERPAYMENTS**

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
  - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
- i. made by the System Agency that exceed the maximum allowable rates;
  - ii. that are not allowed under applicable laws, rules, or regulations; or,
  - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

## **ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS**

### **4.1 WARRANTY**

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

### **4.2 CONTRACT AFFIRMATIONS**

Performing Agency certifies that, to the extent Contract Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the Contract Affirmations and that Performing Agency is in compliance with all requirements.

### **4.3 FEDERAL ASSURANCES**

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

### **4.4 FEDERAL CERTIFICATIONS**

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

## **ARTICLE V. INTELLECTUAL PROPERTY**

### **5.1 OWNERSHIP OF WORK PRODUCT**

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and

transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

## 5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

- A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.
- B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

## 5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
  - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
  - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall



notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

#### **5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

#### **5.5 DELIVERY UPON TERMINATION OR EXPIRATION**

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

#### **5.6 SURVIVAL**

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

#### **5.7 SYSTEM AGENCY DATA**

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.



## ARTICLE VI. PROPERTY

### 6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
  - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
  - ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

### 6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

### 6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

## **ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY**

### **7.1 RECORD MAINTENANCE AND RETENTION**

- A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

### **7.2 AGENCY'S RIGHT TO AUDIT**

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

### **7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS**

- A. Performing Agency must act to ensure its and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

### **7.4 STATE AUDITOR'S RIGHT TO AUDIT**

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

### **7.5 CONFIDENTIALITY**

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

## **ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION**

### **8.1 CONTRACT REMEDIES**

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Performing Agency found to be in error;

- iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

## **8.2 TERMINATION FOR CONVENIENCE**

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

## **8.3 TERMINATION FOR CAUSE**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

### **i. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

### **ii. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

## **8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS**

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

# **ARTICLE IX. GENERAL PROVISIONS**

## **9.1 AMENDMENT**

The Contract may only be amended by an Amendment executed by both Parties.

## **9.2 INSURANCE**

A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper

fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.

- B. These and all other insurance requirements under the Contract apply to both Performing Agency and its subcontractors, if any. Performing Agency is responsible for ensuring its subcontractors' compliance with all requirements.

### **9.3 LIMITATION ON AUTHORITY**

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
  - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
  - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

### **9.4 LEGAL OBLIGATIONS**

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

### **9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS**

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended



throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

#### **9.6 E-VERIFY PROGRAM**

Performing Agency certifies that for contracts for services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

#### **9.7 PERMITTING AND LICENSURE**

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

#### **9.8 SUBCONTRACTORS**

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

#### **9.9 INDEPENDENT PERFORMING AGENCY**

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.



## 9.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

## 9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

## 9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

## 9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

## 9.14 DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

### **9.15 NO IMPLIED WAIVER OF PROVISIONS**

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

### **9.16 MEDIA RELEASES**

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

### **9.17 NO MARKETING ACTIVITIES**

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

### **9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS**

Performing Agency shall not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## 9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

## 9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

## 9.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

## 9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
  - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take

reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- H. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
Fax: (512) 438-5885.

### **9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS**

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

### **9.24 DISCLOSURE OF LITIGATION**

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending

involving subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency’s financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

**9.25 NO THIRD-PARTY BENEFICIARIES**

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

**9.26 BINDING EFFECT**

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1**

**TABLE OF CONTENTS**

**ARTICLE I FORMS ..... 3**

1.01 Manuals, Reports, Exhibits and Forms ..... 3

1.02 Information Items..... 3

1.03 Submission Calendar ..... 3

1.04 Uniform Grant Management Standards ..... 3

**ARTICLE II FUNDING..... 3**

2.01 Budget..... 3

2.02 Program Income..... 3

2.03 Use of Funds. .... 3

2.04 Use for Match Prohibited..... 4

2.05 Non-Supplanting ..... 4

2.06 Return of Funds..... 4

2.07 Delivery System Incentive Reform Projects (DSRIP)..... 4

2.08 Limitation of Liability..... 4

**ARTICLE III ALLOWABLE COSTS AND AUDIT REQUIREMENTS..... 4**

3.01 Allowable Costs ..... 4

3.02 Purchases with Contract Funds ..... 5

3.03 Administrative Costs..... 5

3.04 Disallowance of Costs..... 5

3.05 Independent Audit..... 5

3.06 Interest Earned ..... 6

**ARTICLE IV CLIENT ASSIGNMENT AND REGISTRATION (CARE)..... 6**

4.01 Compliance ..... 6

4.02 CARE Entry ..... 6

**ARTICLE V REPORTS AND OTHER SUBMISSION REQUIREMENTS ..... 6**

5.01 Financial Reports ..... 6

5.02 Program and Progress Reports..... 7

5.03 Significant Incidents ..... 7

5.04 Other Submissions ..... 7

**ARTICLE VI RETENTION OF PHI ..... 8**

6.01 Retention of PHI and Service Data ..... 8

**ARTICLE VII MISCELLANEOUS PROVISIONS ..... 8**



**ATTACHMENT C**  
**LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1**

7.01	Duty of Compliance.....	8
7.02	Management and Control Systems .....	8
7.03	Fund Accounting.....	8
7.04	Cost Accounting Methodology (CAM) .....	9
7.05	Productivity Benchmarks.....	9
7.06	General Appropriations Act Requirements.....	9
7.07	Real Property Acquisition and Construction .....	9
7.08	References.....	10
7.09	Remedies and Sanctions .....	10

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1**

**ARTICLE I FORMS**

**1.01 Manuals, Reports, Exhibits and Forms**

Manuals, reports, exhibits and forms referenced in this Contract are located at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. Performing Agency shall use the reports and forms required by this Contract as they now exist and as they may be revised. System Agency will notify Performing Agency of revisions to the reports and forms. All manuals, reports, exhibits and forms are incorporated by reference into this contract.

**1.02 Information Items**

Information Items referenced in this Contract are located at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. These items provide instructions regarding service delivery, reporting requirements and report preparation for this Contract. Nothing in such instructions shall be interpreted as changing or superseding the terms of this Contract. All information items are incorporated by reference into this contract

**1.03 Submission Calendar**

Information Item S (Submission Calendar) is located at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. The Submission Calendar is a listing of due dates applicable to the submission and reporting requirements of this Contract. Performing Agency shall submit all reports and information required under this Contract in accordance with the Submission Calendar.

**1.04 Uniform Grant Management Standards**

The Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov't Code Ch. 783, and the Texas Grant Management Standards (TxGMS) referenced in this Contract are located on the Internet at <http://www.capitol.state.tx.us/> and <https://comptroller.texas.gov/purchasing/grant-management/>, respectively.

**ARTICLE II FUNDING**

**2.01 Budget**

Performing Agency shall maintain a system of budget control that complies with the Uniform Grants Management Standards (UGMS), Subpart C- Post-Award Requirements-Financial Administration. Performing Agency shall earn and expend funds according to a budget, in the format of Report III.

**2.02 Program Income**

Program Income shall be reported on the appropriate form and shall offset expenditures within general revenue. Any program income funds will be used to within the program/area where the funds are earned. Program Income may be used as part of the required local match.

**2.03 Use of Funds.**

- a. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance

## ATTACHMENT C

### LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1

with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds.

- b. Performing Agency will spend funds provided under a Statement of Work, including Local Match Funds, solely for reasonable and allowable expenses directly related to the functions provided pursuant to that Statement of Work.
- c. Performing Agency will expend funds appropriated for adult and child mental health services as specified in the Statement of Work.
- d. Performing Agency will expend at least ten percent (10%) of mental health block grant funds for children's services identified in the Statement of Work.
- e. Performing Agency will expend funds as directed under the Statement of Work for services to individuals identified in the "Populations Served" section of the Statement of Work or to any person to determined eligible based on screening and assessment.
- f. Performing Agency will limit use of funds allocated for Community Mental Health Crisis Services to the development, expansion, and delivery of crisis service.
- g. Performing Agency will maintain funding levels in the use of General Funds allocated to Adult Services and Children's Services for support and delivery of crisis services and shall not use funds allocated for Community Mental Health Crisis Services to supplant funds historically expended for the delivery of crisis services.

#### **2.04 Use for Match Prohibited**

Performing Agency will not use the same local match funds required under this Contract to satisfy any local match requirement of another System Agency.

#### **2.05 Non-Supplanting**

Performing Agency will not use funds received under this Contract to supplant state or local funds. Federal block grant funds may be used to increase state or local funds currently available for a particular activity. A good faith effort shall be made maintain a current level of funding. The System Agency may require Performing Agency to submit evidence that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of block grant funding under this Contract.

#### **2.06 Return of Funds**

Funds allocated that have not been encumbered for purposes authorized by this Contract shall be returned to the System Agency within thirty (30) days of submission of each fiscal year's independent audit.

#### **2.07 Delivery System Incentive Reform Projects (DSRIP)**

Performing Agency may expend general revenue for DSRIP projects in accordance applicable state regulations. Performing Agency will report such expenditures on the form provided by the System Agency.

#### **2.08 Limitation of Liability**

Any claim by Performing Agency for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Performing Agency, under the annual budget in effect at the time of the breach.

### ARTICLE III ALLOWABLE COSTS AND AUDIT REQUIREMENTS

#### **3.01 Allowable Costs**

Only those costs allowable under UGMS and 2 CFR 200 are allowable costs under this Contract.

## ATTACHMENT C

### LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1

#### 3.02 Purchases with Contract Funds

Performing Agency may expend Contract Funds without prior approval by the System Agency in the following circumstances:

- a. expenditures up to **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** during the Contract term for the acquisition of automatic data processing, which includes computer hardware and software, whether by outright purchase, rental-purchase agreement, or other method of purchase;
- b. rental or lease expenditures on buildings and related facilities up to the market value of the lease space;
- c. reconversion costs incurred in the restoration or rehabilitation of Performing Agency's rental or lease property in an amount equal to the greater of twenty-five percent (25%) of the annual lease or rental expense or **FIFTY THOUSAND DOLLARS (\$50,000)**;
- d. expenditures for insurance, up to the following coverage limits:
  - 1) workers compensation, up to the statutory limit;
  - 2) public official's error and omissions, up to **ONE MILLION DOLLARS (\$1,000,000.00)** per claim and **ONE MILLION DOLLARS (\$1,000,000.00)** annual aggregate;
  - 3) professional liability, up to **ONE MILLION DOLLARS (\$1,000,000.00)/THREE MILLION DOLLARS (\$3,000,000.00)** annual aggregate;
  - 4) general liability, up to **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence;
  - 5) automobile liability, up to **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence;
  - 6) automobile physical damage, up to the actual cash value of the vehicles;
  - 7) property, up to the replacement cost value of properties;
  - 8) flood coverage; and
  - 9) windstorm coverage;
- e. Expenditures up to **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** of Performing Agency's operating budget for management studies by third parties to improve the effectiveness and efficiency of Performing Agency; and
- f. Costs of contracted professional services.

#### ALL OTHER EXPENDITURES REQUIRE PRIOR APPROVAL.

#### 3.03 Administrative Costs

Performing Agency will expend no more than ten percent (10%) of the Contract Funds for administrative costs for mental health services.

#### 3.04 Disallowance of Costs

The System Agency will reject all requests for approval of expenditures that are inconsistent with the Statement of Work.

#### 3.05 Independent Audit

Performing Agency will conduct, or cause to be conducted, a comprehensive financial and compliance audit for the previous state fiscal year. This audit will be prepared in accordance with the provisions outlined below and will be submitted in accordance with the Submission Calendar.

- a. Tex. Health & Safety Code § 534.068;
- b. 25 Tex. Admin. Code Chapter 411, Subchapter G; and
- c. HHSC's *Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers* (21<sup>st</sup> Revision - February 2005) (the "Audit Guidelines"). HHSC's Audit Guidelines, Part 1 Annual Financial Audit, Section III. Engagement of External Auditors, Letter C. Selection of Auditor is deleted in its entirety and replaced with the following language:

## ATTACHMENT C

### LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1

#### C. Selection of Auditor

The Board of Trustees is required to obtain a single audit each year and must competitively reprocure single audit services once every six (6) years.

The HHSC Office of Inspector General (OIG) may require Performing Agency to complete a single audit or program-specific audit. To the extent directed by the OIG, Local Government will complete the Single Audit Status Registration Form located at [https://oig.hhsc.state.tx.us/Single\\_Audit](https://oig.hhsc.state.tx.us/Single_Audit). If the Single Audit Status Registration Form not completed within thirty (30) days after notification by OIG to do so, the Performing Agency may be subject to sanctions and remedies for non-compliance with the Contract.

#### 3.06 Interest Earned

Interest earned in excess of \$250 on General Funds allocated to Adult Services, Children's Services, or Community Mental Health Crisis Services may be used only for the services described, and during the term, of this Contract. Interest earned on funds received from the federal government must be handled in accordance with federal law.

### ARTICLE IV CLIENT ASSIGNMENT AND REGISTRATION (CARE)

#### 4.01 Compliance

Performing Agency shall use CARE to collect and record information, electronically submit information to System Agency, and generate reports concerning performance under this Contract, in accordance with System Agency's *CARE Reference Manual, WebCare Manual, and CARE (WebCARE) Batch Processes*, which can be accessed at <http://www2.mhmr.state.tx.us/655/cis/training/care.html>.

#### 4.02 CARE Entry

Accurate and timely information using CARE shall be entered, as follows:

- a. Upon submission of this Contract:
  - 1) the budget developed in accordance with this Contract; and
  - 2) projected in-kind local match for the term of this Contract, in the format required by the System Agency.
- b. Information necessary to accurately calculate number of persons served by type of service and information necessary to complete all reports required under this Contract; and
- c. Family size and income shall be reported in CARE.

### ARTICLE V REPORTS AND OTHER SUBMISSION REQUIREMENTS

#### 5.01 Financial Reports

- a. Performing Agency will submit a quarterly financial report on the form provided by the System Agency and in accordance with the Submission Calendar. Copies of Performing Agency's quarterly financial statements for the general fund account groups, including the balance sheet, income statement and general fund balance for Performing Agency in total, as prepared for presentation to Performing Agency's governing body, and a certification of the accuracy of such statements, shall also be submitted on the form provided.
- b. In addition to the quarterly financial reporting required above, System Agency may require Performing Agency to submit monthly financial statements in accordance with the Submission Calendar. System Agency will notify Performing Agency, through technical guidance correspondence, of its requirement to submit, or no longer submit, monthly financial statements.

**ATTACHMENT C****LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1**

If System Agency requires submission of monthly financial statements, then copies of Performing Agency's statements shall include a balance sheet, statement of revenues and expenditures, and projected cash flow. A certification of the accuracy of such statements is not required for the monthly financial statement submission.

**5.02 Program and Progress Reports**

Performing Agency shall submit program and progress reports requested by the System Agency in the format required by the System Agency.

**5.03 Significant Incidents**

Performing Agency will report any incidents that result in substantial disruption of program operation involving or potentially affecting persons served to the System Agency Contract Manager within seventy-two (72) hours.

**5.04 Other Submissions**

Performing Agency will submit accurate and timely information to the System Agency in accordance with the Submission Calendar or in the timelines below, as follows:

- a. comprehensive monthly encounter data for all Services according to the System Agency Service Grid and Field Descriptions, and procedures, instructions and schedule established by System Agency, including all required data fields and values in the current version of the Service Grid;
- b. supporting reports, data, work papers and information, as requested by the System Agency;
- c. within ten business days after request:
  - 1) data and information required for reporting to the Center for Mental Health Services' Inventory of Mental Health Organizations;
  - 2) data and information regarding Performing Agency's efforts to use the most cost-effective medication purchasing arrangements possible; and
  - 3) affidavits of the members of Performing Agency's governing body and of the executive director on the forms provided by the System Agency.
- d. within five business days following a request by the System Agency, copies of the minutes of Performing Agency's board meetings;
- e. within one business day after completion of a Client Abuse and Neglect Report required under 25 Tex. Admin. Code § 414.558, the information contained in or a copy of the completed form;
- h. CAM report information according to the procedures, instructions and schedule established by the System Agency;
- i. if applicable, Historically Underutilized Businesses (HUB) Subcontracting Plan Prime Contractor Progress Assessment Report located at <http://www.cpa.state.tx.us/procurement/prog/hub/hub-forms/ProgressAssessmentReportForm.xls> to the HHSC HUB Coordinator to [HHSCHUB@hhsc.state.tx.us](mailto:HHSCHUB@hhsc.state.tx.us);
- j. expenditures for Title XX and TANF transfer to Title XX intended use, on the form provided by the System Agency; and
- k. as necessary and as requested by System Agency, all other submissions.

**5.05 Child Abuse Reporting Requirement**

Performing Agency shall comply with child abuse reporting guidelines and requirements in Texas Family Code Chapter 261 relating to investigations of reports of child abuse and neglect. Performing Agency shall develop, implement and enforce a written child abuse reporting policy, and shall train all staff on reporting requirements.



**ATTACHMENT C**  
**LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1**

**ARTICLE VI RETENTION OF PHI**

**6.01 Retention of PHI and Service Data**

Performing Agency shall retain for six years following the later date of the expiration or termination of this Contract or the termination of Services, or for a longer period if required by statute or regulation, PHI and all records, reports, and source documentation related to service event data sufficient to support an audit concerning contracted expenses and services, including work papers used to calculate individual costs.

**ARTICLE VII MISCELLANEOUS PROVISIONS**

**7.01 Duty of Compliance**

Performing Agency and its board of trustees shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such responsibility shall include: accountability for all funds and materials received from the System Agency; compliance with the standards of administration for boards of trustees described in 25 Tex. Admin Code § 411.310, and other applicable System Agency rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and System Agency's monitoring processes. Further, Performing Agency's board of trustees shall ensure a separation of powers, duties, and functions between its board members and its staff. Staff members, including the executive director, shall not serve on Performing Agency's board. Ignorance of any provisions or other requirements contained or referenced in this Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

**7.02 Management and Control Systems**

Performing Agency shall maintain an appropriate contract administration system to ensure that all Contract terms, conditions, and specifications are met. Performing Agency shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS, Subpart C – Post-Award Requirements-Financial Administration, and that adhere to the following requirements:

- a. budgets must adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- b. accounting records must be accurate, correct, and must completely identify the source and application of Contract Funds, and support the information contained in required financial reports;
- c. systems must provide for: cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowability, and allocability of costs; and timely and appropriate audits and resolution of any findings; and
- d. systems must provide for billing and collection policies that comply with 25 Tex. Admin. Code, Chapter 412, Subchapter C, Charges for Community Services.

**7.03 Fund Accounting**

Performing Agency shall maintain accounting systems that comply with UGMS, Subpart C – Post-Award Requirements-Financial Administration. Performing Agency shall separately report actual expenditures and actual revenues attributable to Mental Health Adult and Mental Health Children. Performing Agency shall report expenditures by object of expense and method of finance in accordance with the strategies indicated in Report III. On a quarterly basis, Performing Agency shall reconcile accounting transactions from its general ledger to Report III by object of expense and method of finance.

## ATTACHMENT C

### LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1

#### 7.04 Cost Accounting Methodology (CAM)

Performing Agency shall use the *Cost Accounting Methodology Manual* (CAM Manual) to provide a consistent methodology for determining the cost of services, and analysis of provider productivity. Using the CAM data, Performing Agency shall develop and implement management processes for the allocation and development of resources and the oversight of services, as required in the Statement of Work.

#### 7.05 Productivity Benchmarks

Performing Agency shall maintain productivity benchmarks for each server type, as defined in the CAM Manual, Schedule C.

#### 7.06 General Appropriations Act Requirements

Performing Agency shall comply with the limitations and reporting requirements specified in Article IX, § 4.04 (“Limitation on Grants to Units of Local Governments”) of the 2014-15 General Appropriations Act. Sec. 4.04 is reproduced below:

Sec. 4.04. Limitation on Grants to Units of Local Government.

(a) The funds appropriated by this Act may not be expended in the form of a grant to, or a contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to limitations and reporting requirements similar to those provided by:

- (1) Parts 2 and 3 of this Article (except there is no requirement for increased salaries for local government employees);
- (2) §§ 556.004, 556.005, and 556.006, Government Code;
- (3) §§ 2113.012 and 2113.101, Government Code;
- (4) § 6.13 of this Article (Performance Rewards and Penalties);
- (5) § 7.01 of this Article (Budgeting and Reporting);
- (6) § 7.02 of this Article (Annual Reports and Inventories); and
- (7) § 2102.0091, Government Code.

(b) In this section, "unit of local government" means:

- (1) a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;
- (2) a local workforce development board; or
- (3) a community center as defined by Health and Safety Code, Sec. 534.001(b).

#### 7.07 Real Property Acquisition and Construction

Performing Agency shall comply with the provisions of Health and Safety Code Sec. 534.020-534.022 (“Acquisition and Construction of Property and Facilities by Community Center”), Texas Health and Safety Code §534.021 (“Approval and Notification Requirements”), Title 25, Texas Administrative Code, Part 1, Chapter 411, Subchapter G, Rules §411.310, C (1-3 A-E), and Title 40, Texas Administrative Code, Part 1, Chapter 1, Subchapter G, Rules §411.310(e-f).

Performing Agency shall use Form KK - Real Property Acquisition and Construction Review Form found at this website:

<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>

**ATTACHMENT C**  
**LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1**

In no event shall acquisition or construction occur without prior approval, timely notification or a form notification period waiver signed by the System Agency Commissioner or designee.

**7.08 References**

- a. Captions contained in this Contract are for reference purposes only and do not affect the meaning of this Contract.
- b. Unless otherwise noted, all references in this Contract to “days” shall mean calendar days.
- c. All references to quarterly allocations in this Contract shall mean state fiscal quarter as follows:
  - 1) Quarter 1: September through November;
  - 2) Quarter 2: December through February;
  - 3) Quarter 3: March through May; and
  - 4) Quarter 4: June through August.

**7.09 Remedies and Sanctions**

Remedies and Sanctions. System Agency may, at its own discretion, impose remedies and sanctions identified below for each occurrence of noncompliance with a requirement of this Contract on a case-by-case basis.

- a. Remedies may include any one or more of the following:
  - 1) limit general revenue allocations to monthly distributions;
  - 2) require removal of any officer or employee of Performing Agency who has been convicted of the misuse of state or federal funds, fraud or illegal acts that are a contraindication to continued performance of obligations under this Contract;
  - 3) require Performing Agency to retain a consultant or to obtain technical, training, or managerial assistance in the areas of concern;
  - 4) suspend all or part of this Contract. Suspension is, depending on the context, either (a) the temporary withdrawal of Performing Agency’s authority to obligate Contract funds pending corrective action or pending a decision to terminate or amend the Contract, or (b) an action taken to immediately exclude a person from participating in Contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. Performing Agency costs resulting from obligations incurred during a suspension are not allowable unless expressly authorized by the notice of suspension;
  - 5) deny additional or future contracts or renewals;
  - 6) designate Performing Agency as High Risk;
  - 7) establish additional prior approvals for expenditure of Contract funds;
  - 8) require submission of additional, more detailed, financial and/or programmatic reports; and/or
  - 9) impose other remedies provided by law.
- b. Sanctions may include any one or more of the following:
  - 1) Recoupments for Service Targets, and Performance Measures. For failing to meet a service target or performance measure as outlined in the Statement of Work.
  - 2) Liquidated Damages. Performing Agency agrees that noncompliance with the requirements specified in this section causes damages that are difficult to ascertain and quantify. Performing Agency further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Performing Agency must use funds allocated for allowable administrative costs to cover liquidated damages imposed by System Agency. For failing to comply with any of the Contract requirements identified below in this section, System Agency may impose liquidated damages of \$3,000 for the first occurrence of noncompliance during a fiscal year; \$3,000 for the second occurrence of noncompliance

**ATTACHMENT C****LOCAL MENTAL HEALTH AUTHORITY (LMHA) SPECIAL CONDITIONS, VERSION 1**

with the same requirement during the same fiscal year, and \$6,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year:

- a. ensuring the provision of a required service indicated in the Statement of Work each quarter;
  - b. submitting any report or other information by the due date or in its required format;
  - c. retaining records as required;
  - d. providing unrestricted access to and allowing inspection of information as required;
  - e. responding to deficiencies as required;
  - f. failing to implement a Corrective Action Plan (CAP) in response to a quality assurance review in the manner and within the timeframe stated in the CAP. This includes, but is not limited to, providing training, developing policies and procedures, and/or correcting specific records. System agency will consider noncompliance during previous quality assurance reviews when imposing under this provision;
  - g. failing to achieve a service target, outcome or performance measure, excluding a service targets, outcomes or performance measures with corresponding recoupment structures, as required by the Statement of Work;
  - h. complying with each rule as required; or
  - i. complying with any other requirement of this Contract.
- 3) Temporarily withhold allocated funds, pending resolution of issues of noncompliance with Contract requirements or indebtedness to the United States or to the State of Texas.
  - 4) Permanently withhold allocated funds or require Performing Agency to return allocated funds for:
    - a. unallowable, undocumented, inaccurate, or improper expenditures;
    - b. failure to comply with Contract requirements; or
    - c. indebtedness to the United States or to the State of Texas.
  - 5) Recoup improper payments when it is verified that Performing Agency has been overpaid because of improper billing or accounting practices or failure to comply with Contract terms.
  - 6) Reduce allocated funds for failure to achieve local match.
  - 7) Reduce allocated funds for failure to expend funds at a rate that will make full use of the allocation.
  - 8) Reducing the term of this Contract.
- c. Notice of Remedies and Sanctions. System Agency will formally notify Performing Agency in writing when a remedy or sanction is imposed, stating the nature of the remedy or sanction, the reasons for imposing it, and the method of appealing the remedy or sanction imposed. Performing Agency may file, within ten (10) days of receipt of the notice, a written appeal, which must demonstrate that the findings on which the remedy or sanction is based are either invalid or do not warrant the remedy or sanction. A properly filed appeal of the imposition of a remedy or sanction for failure to submit information in accordance with the Submission Calendar shall include written proof that Performing Agency submitted the information by the due date. If System Agency determines that a remedy or sanction is warranted, System Agency's decision is final, and the remedy or sanction shall be imposed.
- d. Emergency Action. In an emergency, System Agency may immediately impose a sanction by delivering written notice, by any verifiable method, when the Performing Agency's act or omission is likely to endanger or does endanger the life, health, welfare, or safety of a Client.

System Agency may withhold any payments to satisfy any recoupment or penalty imposed. System Agency may also take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Performing Agency's repayment obligations.



## ATTACHMENT E

View Burden Statement

OMB Number: 4040-0007  
Expiration Date: 01/31/2019**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

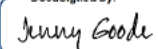
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)  
Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by:  <small>8133A8FA2091404</small>	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Abilene Regional MHMR d/b/a Betty Hardwick	August 24, 2021



**CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* APPLICANT'S ORGANIZATION**

Abilene Regional MHMR d/b/a Betty Hardwick Center

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:  \* First Name: First Name Middle Name:

\* Last Name: Last Name Suffix:

\* Title: CEO

**\* SIGNATURE:**

DocuSigned by:



6133A8FA2931404...

**\* DATE:** August 24, 2021