

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT
CONTRACT NO. HHS001324500001
UNDER THE
LOCAL MENTAL HEALTH AUTHORITY PERFORMANCE AGREEMENT GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the Health and Human Services Commission (“HHSC” or “System Agency”), a pass-through entity, and Abilene Regional MHMR Center d/b/a Betty Hardwick Center (“Grantee” or “Contractor”), having its principal office at 2616 S. Clack Street, Abilene, TX 79606 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to provide publicly-funded mental health services in the following Texas counties: Callahan; Jones; Shackelford; Stephens; Taylor.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the provisions of Chapter 791(the “Interlocal Cooperation Act”) of the Texas Government Code and chapters 533 and 534 of the Texas Health and Safety Code.

III. DURATION

This Grant Agreement is effective on September 1, 2023, and expires on August 31, 2025, unless sooner terminated or renewed or extended. HHSC, at its sole discretion, may extend this Grant Agreement up to three additional years for a maximum term of five years.

IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as Attachment A, Statements of Work.

V. BUDGET AND INDIRECT COST RATE

A. Budget

1. The total amount of this Grant Agreement is not to exceed \$14,026,940. This includes HHSC’s share of \$12,802,418 and Grantee’s required match amount of \$1,224,522.
2. The total not-to-exceed amount includes the following:
 - a. Total Federal Funds: \$875,828
 - b. Total State Funds: \$11,926,590
3. Grantee agrees to provide those services stated in the Statements of Work listed in the table below, in accordance with all contractual requirements.

Statement of Work Number	Program ID	HHSC Share (\$)	Grantee Share (\$)	Total Statement of Work Value (\$)
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	\$2,201,228	\$0	\$2,201,228
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
TOTAL		\$12,802,418	\$1,224,522	\$14,026,940

NOTE: A HHSC Share value of \$0 in the table above signifies either that: (1) no funding is associated with that particular Statement of Work; or (2) that Statement of Work is not currently applicable to this Grant Agreement.

B. Indirect Cost Rate

1. Grantee's acknowledged or approved indirect cost rate (ICR) is contained within Report III-IV, which is incorporated by reference and made part of this Grant Agreement for all purposes and posted at <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
2. Grantee's ICR Letter is included as Attachment I and incorporated in and made part of this Grant Agreement for all purposes.
3. If HHSC approves or acknowledges an updated indirect cost rate, HHSC will revise Report III-IV to incorporate the new rate.

VI. REPORTING REQUIREMENTS

Grantee shall submit reports according to Information Item S (Submission Calendar), which is incorporated by reference and made part of this Grant Agreement for all purposes and posted at:

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

VII. CONTRACT REPRESENTATIVES

The following persons will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

HHSC

Health and Human Services Commission
4601 W. Guadalupe St., Mail Code 2058
Austin, Texas 78751
Jason Graves
jason.graves@hhs.texas.gov
Agency No.: 35295295295

Grantee

Abilene Regional MHRM Center d\b\ a Betty
Hardwick Center
2616 S. Clack Street
Abilene, Texas 79606
Jenny Goode
jgoode@bettyhardwick.org
Agency No.: 17513776587

VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the above-referenced HHSC Contract Representative.

B. Grantee shall send legal notices to HHSC at the address below and provide a copy to the above-referenced HHSC Contract Representative:

Health and Human Services Commission
Attention: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

C. Notices given by HHSC to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.

D. Notices given by Grantee to HHSC shall be deemed delivered when received by HHSC.

E. Either Party may change its Contract Representative or legal notice contact by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION

Grantee's Unique Entity Identifier is: KQKEHG7ABEE8

Federal funding under this Grant Agreement is a subaward under the following federal award(s).

A. Federal Award Identification Number: B09SM087345

1. Assistance Listings Title, Number, and Dollar Amount:
Mental Health Block Grant – 93.958 – \$580,968
2. Federal Award Date: February 23, 2023
3. Federal Award Period: October 1, 2022 through September 30, 2024
4. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
5. Federal Award Project Description: To provide community mental health services
6. Awarding Official Contact Information:
 - a. Wendy Pang
Telephone No.: (240) 276-1419
E-mail: wendy.pang@samhsa.hhs.gov
 - b. Melissa Blackwell
Telephone No.: (240) 276-1966
E-mail: melissa.blackwell@samhsa.hhs.gov
7. Total Amount of Federal Funds Awarded to HHSC: \$65,049,659
8. Amount of Funds Awarded to Grantee: \$580,968
9. Identification of Whether the Award is for Research and Development: No

B. Federal Award Identification Number: 2301TXTANF

1. Assistance Listings Title, Number, and Dollar Amount:
TANF Transfer to Title XX Block Grant – 93.558.667 – \$203,708
2. Federal Award Date: October 19, 2022
3. Federal Award Period: October 1, 2022 through September 30, 2023
4. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Children and Families
5. Federal Award Project Description: To help low-income families with children achieve economic self-sufficiency
6. Awarding Official Contact Information:
 - a. Anjal Coleman
Telephone No.: (214) 767-1875
E-mail: anjal.coleman@acf.hhs.gov

- b. Julie Siegel**
Telephone No.: (202) 320-6882
E-mail: julie.siegel@acf.hhs.gov

- 7. Total Amount of Federal Funds Awarded to HHSC: \$124,702,672
- 8. Amount of Funds Awarded to Grantee: \$203,708
- 9. Identification of Whether the Award is for Research and Development: No

C. Federal Award Identification Number: 2301TXSOSR

- 1. Assistance Listings Title, Number, and Dollar Amount:
Title XX, Social Services Block Grant – 93.667 – \$91,152
- 2. Federal Award Date: February 1, 2023
- 3. Federal Award Period: October 1, 2022 through September 30, 2024
- 4. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Children and Families
- 5. Federal Award Project Description: To provide essential social services that help achieve a myriad of goals to reduce dependency and promote self-sufficiency; protect children and adults from neglect, abuse, and exploitation; and help individuals who are unable to take care of themselves to stay in their homes or to find the best institutional arrangements
- 6. Awarding Official Contact Information
 - a. Angel Chen**
Telephone No.: (646) 905-8120
E-mail: angel.chen@acf.hhs.gov
 - b. Maxine Maloney**
Telephone No.: (202) 401-7231
E-mail: maxine.maloney@acf.hhs.gov
- 7. Total Amount of Federal Funds Awarded to HHSC: \$41,897,145
- 8. Amount of Funds Awarded to Grantee: \$91,152
- 9. Identification of Whether the Award is for Research and Development: No

X. CONTRACTUAL DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all HHSC documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contractual documents.

- ATTACHMENT A01Performance Contract Notebook (MH/PCN), Version 1**
- ATTACHMENT A02Community Mental Health Hospital (MH/CMHH), Placeholder Document**
- ATTACHMENT A03Consumer Operated Services (MH/COS), Version 1**
- ATTACHMENT A04Mental Health Deputy (MH/MHD), Placeholder Document**
- ATTACHMENT A05Outpatient Competency Restoration (MH/OCR), Placeholder Document**
- ATTACHMENT A06Community-Based Crisis Programs (MH/CRISIS), Version 1**
- ATTACHMENT A07Private Psychiatric Beds (MH/PPB), Version 1**
- ATTACHMENT A08Residential Treatment Center Integration (MH/RTCI), Version 1**
- ATTACHMENT A09Residential/Transition Program Contract Management (MH/RTPCM), Placeholder Document**
- ATTACHMENT A10Supportive Housing Rental Assistance Project (MH/SHR), Version 1**
- ATTACHMENT A11Veterans Service Program (MH/VET), Basic, Version 1**
- ATTACHMENT A12Information Resource Systems (MH/IRS), Version 1**
- ATTACHMENT A13Youth Empowerment Services (MH/YESPC), Placeholder Document**
- ATTACHMENT A14Pre-Admission, Screening, and Resident Review (MH/PASRR), Version 1**
- ATTACHMENT A15Real Property Acquisition (MH/RPA), Placeholder Document**
- ATTACHMENT A16Rural Border Intervention Program (MH/RBI), Placeholder Document**
- ATTACHMENT A17Peer Support Re-Entry Pilot (MH/PSR), Placeholder Document**
- ATTACHMENT A18Competency Restoration (MH/CR), Placeholder Document**
- ATTACHMENT A19Behavioral Health Mobile Crisis Outreach Team (MH/MCOT), Placeholder Document**
- ATTACHMENT A20High-Fidelity Supported Employment Pilot Program (MH/HFSEP), Placeholder Document**
- ATTACHMENT A21Job Development - Supported Employment Services (MH/JDSES), Placeholder Document**
- ATTACHMENT A22Veteran Counselor Program (MH/VCP), Version 1**
- ATTACHMENT A23Non-HHSC Funded Jail-Based Competency Restoration Program (MH/NJBCR), Version 1**
- ATTACHMENT A24Education Service Center Based Non-Physician Mental Health Professional (MH/ESC), Version 1**
- ATTACHMENT A25Post-Discharge Medications for Civil Commitments (MH/PDMCC), Version 1**
- ATTACHMENT BHealth and Human Services Commission (HHS) Contract Affirmations (Version 2.2)**
- ATTACHMENT CHHS Uniform Terms and Conditions (Grant, Version 3.2)**
- ATTACHMENT DLocal Mental Health Authority (LMHA) Special Conditions (Version 1)**

- ATTACHMENT EAssurances (Non-construction Programs)
- ATTACHMENT F.....Certification Regarding Lobbying
- ATTACHMENT GFederal Funding Accountability and Transparency Act (FFATA) Certification Form
- ATTACHMENT H.....HHS Data Use Agreement (Community Center (LMHA, LA, LIDDA), Version 8.5 January 25, 2023)
- ATTACHMENT H1Texas HHS System Data Use Agreement: Attachment 2, Security and Privacy Inquiry (SPI)
- ATTACHMENT I.....Indirect Cost Rate Letter

XI. MODIFICATIONS TO HHS AFFIRMATIONS AND HHS UNIFORM TERMS AND CONDITIONS

- A. Attachment B, HHS Contract Affirmations (Version 2.2), is hereby modified by deleting Section 55 (relating to Federal Occupational Safety and Health Law) in its entirety and replacing it with the following:

55. Federal Occupational Safety and Health Law

To the extent applicable by state and federal law, Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

- B. Article X. Indemnity in Attachment E, HHS Uniform Terms and Conditions (Grant, Version 3.2), is hereby revised to add the following sentence at the beginning of the Article:

“This Article X is only applicable to the extent permitted by Texas law and the Texas Constitution.” The remainder of Article X remains unchanged.

XII. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT
CONTRACT NO. HHS001324500001

HEALTH AND HUMAN SERVICES COMMISSION

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

By:

DocuSigned by:
Sonja Gaines
147CCA4134D941B...

Signature of Authorized Representative

Sonja Gaines
Deputy Executive Commissioner

August 16, 2023

Date of Signature

By:

DocuSigned by:
Jenny Goode
6133A8FA2931404...

Signature of Authorized Representative

Jenny Goode
CEO

August 16, 2023

Date of Signature

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

CONTRACT NO. HHS001324500001
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) Do as follows in accordance with Instructions for Local Planning, Information Item I, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>:¹
 - (1) Maintain, update, and implement a Consolidated Local Service Plan (CLSP);
 - (2) Involve community stakeholders in developing the CLSP, monitoring its implementation, and updating as needed. At minimum, Grantee must invite the stakeholder groups; and
 - (3) Maintain, update, and implement a Local Provider Network Development Plan (LPND Plan);
- b) 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;
- c) Submit the CLSP and the LPND Plan to HHSC according to the Submission Calendar in Information Item S, which is 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) 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;

¹ The information accessible at this URL, and all others cited in this Attachment, are hereby incorporated by reference.

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- e) Post annually 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;
- f) 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;
- g) 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;
- h) 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);
- i) 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 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 that 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 that PNAC has access to all information regarding total funds 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 that 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;

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

- (7) Grantee shall ensure that PNAC has access to and reports to Grantee's Board of Trustees, at least quarterly, on issues related to: (a) the needs and priorities of the LSA; (b) implementation of plans and contracts; and (c) 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, which is 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 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

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as part of Form S, Contact List, which is 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 children discharged from a hospital, including adults on forensic commitments or discharged to the Home and Community Based Services - Adult Mental Health program. The Continuity of Care Liaison must coordinate continuity of care activities related to the application packet for Waco Center for Youth and provide continuity of care upon admission and discharge;
- f) Include Continuity of Care Liaison's contact information as part of Form S, Contact List, which is 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 that 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, which is 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) Ensure that 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;
- i) 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. The LMHA/LBHA is responsible for ensuring that the child/adult has access to all community resources and incorporate in discharge planning. If the child has an IQ below 75 or receives a diagnosis of Intellectual Developmental Disability, the center shall refer the individual to the Local Intellectual and Developmental Disability Authority. If the individual has a diagnosis of autism, the LMHA/LBHA shall identify community resources related to Autism services;
 - (2) The individual, or, if applicable, the individual's LAR must be involved in discharge planning;

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- (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; and
 - (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;
- j) Ensure that 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;
- k) To the maximum extent possible, 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. 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;

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- (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; and
 - (6) Identifying 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 Grantee lacks the capacity to meet any of the above requirements. 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;
- l) Provide clients a choice among all eligible network providers in accordance with 26 TAC, Chapter 301, Subchapter F (Provider Network Development);
 - m) 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. 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) Identifying the nearest available non-local (more than 75 miles from the individual's residence) qualified provider, if the Grantee lacks the capacity to meet any of the above requirements. 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

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a strategy to establish access to the core service;

- n) Develop an adequate array of qualified service providers in the provider network for the provision of the Youth Empowerment Services (YES) Waiver program, in accordance with the YES Waiver Policy Manual (YES Manual), incorporated by reference and posted at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>. This shall be accomplished by:
- (1) Contracting and/or employing qualified providers of the YES Waiver service array;
 - (2) Offering and providing access to all services in the YES array, and delivering requested services on a 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) Serving 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 ensure that 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 that:
 - (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;
 - (5) 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

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- 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-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>; and
 - (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;
- o) Operate a continuity-of-care and services program for individuals who are justice involved 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, which is 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), County Juvenile Probation Departments and Texas Juvenile Justice Department (TJJJ) personnel with the coordination of supervision of individuals who are justice involved and 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 staffings for individuals who are current or potential LMHA/LBHA clients in order to ensure that the person-centered treatment plan is in compliance with court ordered supervision requirements;
 - (c) Providing information to the department concerning the client's mental health in regards to any modifications of court ordered supervision;
 - (d) Coordinating with CSCD and TJJJ personnel to provide mental health treatment during specialized supervision while playing a supportive role in diversion efforts;
 - (e) Coordinating with the development of a joint person -centered recovery and diversion 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

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and outline the full array of services available;

- (3) Assist criminal justice and judicial agencies with the identification and diversion of individuals, who have a history of state mental health care, through a local continuity-of-care and services program; and
 - (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 through a local continuity-of-care and services program. Complete Form Z, Forensic Clearinghouse Waitlist Template, which is posted at <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, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
- p) Provide services to clients referred by TJJJD 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);
- q) 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; or
 - (c) Other;
 - (9) Court Detail (Text) <Requested>;

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- (10) Cause Number <Required>;
 - (11) Commitment Type <Requested>:
 - (a) Extended-MH (Not to exceed 12 months);
 - (b) Temporary-MH (Not to exceed 90 days); or
 - (c) Other;
 - (12) Commitment Type Details <Requested>;
 - (13) Commitment Offense List <Requested>;
 - (14) Comments (Text) <Requested>;
 - (15) Document Status <Required>; and
 - (16) Document Status Date <CMBHS Generated>;
- r) Maintain communication with the court and other relevant parties regarding changes to outpatient mental health treatment orders. Grantee shall communicate order 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;
- s) Participate in Community Resource Coordination Groups (CRCGs) for children, 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>;
- t) Cooperate with schools in individual transition planning for child, and adult clients receiving special education services, in accordance with 34 CFR Part 300 (Assistance to States for the Education of Children with Disabilities);
- u) 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

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- 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;
- v) Designate a staff member to act as Grantee's Suicide Prevention Coordinator, and submit, as part of Form S, which is 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 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) 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, which is 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; which is 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;
- w) Ensure access to routine care by:
- (1) Providing access to care to individuals seeking services regardless of ability to pay;

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- (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 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 within two business days 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;
- x) 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, which is 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, which is 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

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ANSA/CANS as part of their primary functions. Grantee shall 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; and
 - (c) Sign-in sheet for participation in the quality assurance training activity;
- y) 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 shall] 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. 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;
 - (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, which is 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;
 - (7) Assist eligible participants to complete documents needed to enroll in the HCBS-AMH program;

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- (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;
- z) Designate a staff member to act as Grantee's Housing Coordinator and submit, as part of Form S, which is 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;
 - (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;
- aa) Ensure that 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; and
- bb) If Grantee is a Certified Community Behavioral Health Clinic (CCBHC), [Grantee shall] adhere to CCBHC certification criteria requirements for the duration of the certification period.

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;

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- 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 that providers are informed of and in compliance with the applicable terms and conditions of this Statement of Work by developing provider contracts which include the Statement of Work requirements;
- h) Implement network management practices to promote the effectiveness and stability of the provider network, including a credentialing and re-credentialing process that requires external providers to meet the same professional qualifications as internal providers;
- i) Implement a provider relations process to provide the support and resources necessary for maintaining an available and appropriate provider network that meets 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; and
- j) Ensure that 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

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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 that 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;
 - (2) Has a minimum of five years of experience in direct care of individuals with a serious mental illness and/or children with serious emotional disturbances, which may include experience in an acute care or crisis setting;
 - (3) Has a demonstrated understanding of psychopharmacology and medical/psychiatric comorbidity through training or experience;
 - (4) Has one year of experience in program oversight of mental health care services; and
 - (5) 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, hire a UM Director and Utilization Reviewer or Utilization Care Manager with the requirements below:
 - (1) A UM Director who is:
 - (a) Licensed to practice in the State of Texas as a:
 - i. Qualified UM physician as specified above in Section I(A)(5)(b)(1);
 - ii. Registered nurse or a registered nurse-advance practice nurse;
 - iii. Physician assistant;
 - iv. Licensed clinical social worker;
 - v. Licensed professional counselor;

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- vi. Licensed doctoral level psychologist; or
- vii. Licensed marriage and family therapist;
- (b) Has a minimum of three years of experience in the treatment of individuals with mental illness or chemical dependency; or
- (c) If the UM Director is not licensed, be able to oversee the UM Program administratively but not clinically. Clinical oversight must be provided by staff member licensed in accordance with Section I(A)(5)(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 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;
 - (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;

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- (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 that 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, which is 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) Review and update the quality management plan each biennium, including 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;
- i) Comply with the HHSC Texas Resiliency and Recovery (TRR) Waiting List Maintenance requirements, Information Item R, which is 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) who have requested mental health services from Grantee, which Grantee anticipates will not be available upon request, by doing as follows:
- (1) Initial Intake and Placement on Waiting Lists – Grantee shall develop and ensure the implementation of procedures to triage and prioritize service needs of

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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 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

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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, which 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 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 that 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 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.

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

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- (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, which is 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/LBHA 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. Grantee's local psychiatric provider or medical director may confer with the primary and secondary clinical staff person to identify all possible community based mental health treatment options and to discuss the individual's clinical status and need to remain on the ICW. 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, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. Grantee may convene Community Resource Coordination Group (CRCG) meetings on an as-needed basis for children on the ICW to ensure that local resources have been identified and exhausted.
- n) Specific Requirements for Telemedicine and Telehealth Services:
- (1) If providing a behavioral health service that has a procedure code that is billable in Medicaid, providers must follow the appropriate Telemedicine and Telehealth Services requirements in the Texas Medicaid Provider Procedures Manual, Behavioral Health and Case Management Handbook, incorporated by reference and posted at <https://www.tmhp.com/resources/provider-manuals/tmppm>, to provide the behavioral health service using synchronous audiovisual technology or synchronous audio-only technology.
 - (2) If a behavioral health service does not have a procedure code that is billable in Medicaid, providers must follow contract requirements, HHSC rules, and guidance concerning delivery of services using synchronous audiovisual or audio-only technology.
 - (3) Providers may conduct assessments in-person, by synchronous audiovisual technology, or by synchronous audio-only technology in order to determine adult mental health Priority Population eligibility. Initial assessments may only be conducted by synchronous audio-only technology when clinically appropriate and

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agreed to by the person receiving services or their legally authorized representative.

- (4) When service delivery is permitted using synchronous audiovisual or synchronous audio-only technology for a procedure code that is not billable in Medicaid, providers must comply with the following:
- (a) Services may only be delivered by synchronous audiovisual or synchronous audio-only technology if clinically appropriate and safe, as determined by the provider and agreed to by the person receiving services or their legally authorized representative;
 - (b) Providers must defer to the needs of the person receiving services, allowing the mode of service delivery to be accessible, person- and family-centered, and primarily driven by the person's choice and not provider convenience;
 - (c) Documentation requirements for telemedicine and telehealth services are the same as for an in-person interaction, which means the provider must accurately reflect the services rendered, identify the means of service delivery, and bill using the appropriate modifier;
 - (d) Providers must document the treatment team's approval to deliver case management and rehabilitation services by synchronous audiovisual or synchronous audio-only technology in the plan of care of the person receiving services;
 - (e) Providers must deliver services in-person or use synchronous audiovisual technology over synchronous audio-only technology whenever possible. Therefore, providers must document in the person's medical record the reason(s) why the provider delivered services by synchronous audio-only technology; and
 - (f) Providers delivering services by synchronous audiovisual or synchronous audio-only technology must maintain the confidentiality of protected health information as required by applicable federal and state laws and regulations.

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, which is 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," which is posted at <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider->

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[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, which ensures that 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), which is 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);

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- (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;
- (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, which is 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), which is 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.

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- 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, such as:
 - 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)
 - 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, 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 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 that all providers are implementing Texas Resiliency and Recovery (TRR), which is 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:

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- (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, which is 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) 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, which is 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;

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- (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 with serious emotional disturbances and adults with the following disorders as defined by the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5):
 - (a) schizophrenia,
 - (b) bipolar disorder,
 - (c) post-traumatic stress disorder,
 - (d) schizoaffective disorder, including bipolar and depressive types,
 - (e) anxiety disorder, and
 - (f) delusional disorder;
 - (2) Plans for jail diversion shall be incorporated into the Consolidated Local Service Plan.
- m) Consumer Complaints: In accordance with Government Code Section 531.011, and HHS Consumer Inquiry and Complaint Policy, Circular C-052, which is 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.
- (1) Grantees shall:
- (a) Establish a process for tracking, reporting, and analyzing consumer complaints and inquiries received locally to report to HHSC on a monthly schedule;
 - (b) Maintain records sufficiently to allow for verification, tracking, and analysis; and
 - (c) 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>;

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- (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:
- a) 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:
 - (1) Assist HHSC's Disaster Behavioral Health Services (DBHS) program in providing disaster behavioral health services to mitigate the psychological trauma experienced by crime victims, survivors, and emergency responders from such an emergency, incident, or disaster. Disaster services may need to be provided outside Grantee's Local Service Area (LSA);
 - (2) 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;
 - (3) Provide disaster behavioral health services to the affected individuals in conjunction with the individual's current support system, in the event that individuals already receiving mental health services are affected;
 - (4) Provide cost-effective disaster behavioral health services in a manner that is most responsive to the needs of the emergency, incident, or disaster and which is as unobtrusive as possible to the primary services provided by Grantee under this Contract;
 - (5) Be prepared to provide disaster behavioral health services with little or no advance notice; and
 - (6) 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.
 - b) Grantee's responsibilities may include, without being limited to, the following:
 - 1) Every six months beginning with the first quarter, Grantee shall provide the

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DBHS office, using Form T, which is 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:

- (a) 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;
 - (b) Grantee's Risk Manager or Safety Officer; and
 - (c) Grantee's Chief Fiscal Officer or Agent.
- 2) 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, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
 - 3) Grantee shall 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.
 - 4) Grantee shall assign employees trained in PFA, National Incident Management System 100, 200, 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.
 - 5) Grantee shall 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.
 - 6) Grantee shall 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.

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8. YES Waiver:

- a) 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.
- b) 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.
- c) 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, which is 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 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:
 - (1) Local YES Administrative Activities:
 - (a) Including requirements found on the LMHA/LBHA website, at a minimum, for LMHA/LBHAs, WPOs, and CWPs:
 - i. Use HHSC-approved online content, which is 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;
 - ii. List the YES Waiver service array and CWPs available in the LMHA/LBHA service area;
 - iii. Provide information describing the Wraparound process; and
 - iv. Use any HHSC-approved multimedia content, which is 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

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providers.

- (b) 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:
- i. Establishing and maintaining an Inquiry phone line with voice messaging capabilities;
 - ii. Notifying HHSC if the program experiences any technical issues that impede functionality of the Inquiry Line;
 - iii. Utilizing HHSC-approved language on the voice message, which shall include all required information (*see* User Guide for Inquiry Line Script, which is 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;
 - iv. Operating a phone line that is monitored by a live person within normal business hours;
 - v. Answering or returning calls made to the Inquiry phone line within one business day;
 - vi. Registering interested individuals on the Inquiry List in the order in which their call is received;
 - vii. Scheduling an in-person 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
 - viii. 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>.
- (c) 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, subject to the following:
- i. 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 [HHSC Contract No. HHS001324500001](https://hhs.texas.gov/doing-</div><div data-bbox=)

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[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);

- ii. Except when an LMHA/LBHA accepts for transfer a client enrolled in the YES Waiver from another LMHA/LBHA; or
 - iii. Upon approval from HHSC to serve above the stated capacity.
- (d) 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>.
- (e) 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>.
- (f) Assisting individuals in obtaining and maintaining Medicaid eligibility;
- (g) Assisting in the completion of necessary enrollment processes, including enrollment forms, provider selections, and notifications and transfers to selected providers as applicable.
- (h) Maintaining open and professional communication and coordination with each Wraparound Provider Organization (WPO) and Comprehensive Waiver Provider (CWP);
- (i) Responding to or delivering information or documentation to ensure health and safety of clients and timely delivery of YES Waiver services;
- (j) Submitting Critical Incident Reports to HHSC within 72 hours of receiving the report, and in compliance with all other requirements contained in the YES Manual;
- (k) 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;
- (l) 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 above in Section I(A)(5)(h):
- i. Assisting in the timely provision of enrollment and delivery of services to Waiver participants;
 - ii. Adhering to established policies and procedures in the YES Manual and YES User Guide;

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- iii. Ensuring continuity of care, as applicable; and
 - iv. 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.
- (m) Responding to HHSC requests for information and documentation within three (3) business days, unless provided a HHSC-approved extension.
- (2) Serve as a WPO when chosen by YES Waiver participants. This includes but is not limited to:
- (a) Providing WPO services according to policies outlined as they exist during the Contract term in the YES Manual, which is posted at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>, YES User Guide, which is 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, which is 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;
 - (b) Participating in onsite, telephonic, and/or virtual support with HHSC or an HHSC Designee related to Wraparound fidelity;
 - (c) Participating in trainings, technical assistance calls, or webinars scheduled and conducted by HHSC or HHSC Designee;
 - (d) Providing Wraparound according to fidelity requirements outlined by HHSC or HHSC Designee;
 - (e) Facilitating the development of Waiver participant Individual Plans of Care (IPCs) in accordance with the YES Manual, which is posted at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>;
 - (f) 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 only at the request of the Waiver participant, LAR or medical consentor, and must be documented in the Waiver participant's case records.
 - (g) 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>;
 - (h) 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);

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- (i) 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>;
- (j) Ensuring that staff providing Wraparound are within the recommended Wraparound provider organizational caseload ratios, including caseloads for other levels of care, 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, including caseloads for other levels of care, if the situation arises where that is necessary. The written request to exceed caseload sizes, including caseloads for other levels of care, should include a plan to remedy the issue and should be submitted to the HHSC Contract Manager for review and approval;
- (k) Monitoring service utilization for compliance with the HHCS-approved IPC for each Waiver participant;
- (l) 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>;
- (m) Providing engagement activities to facilitate Waiver participation in all Waiver services in the IPC;
- (n) 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):
 - i. Providing timely access to services;
 - ii. Developing plans of care and services based on underlying needs and outcome statements;
 - iii. Ensuring services are provided according to the Waiver participant's HHSC-approved IPC;
 - iv. Ensuring documented attempts are made to engage natural and formal supports to participate in child and family team meetings;
 - v. Assuring development and revision of Waiver participant's Wraparound Plan and IPC;
 - vi. Ensuring health and safety risk factors are identified and updated;

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- vii. Collecting and analyzing critical incident data;
 - viii. Ensuring individual service providers are credentialed and trained;
 - ix. Adhering to established policies and procedures; and
 - x. Providing continuity of care.
- (o) Maintaining open and professional communication and coordination with each Waiver Provider;
- (p) Maintaining staff that are dedicated to providing Wraparound facilitation; and
- (q) Submitting a written request for approval to operate a blended caseload if any Wraparound facilitators are providing all levels of care and 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.
- (3) Grantee's cooperation with HHSC shall include the following, at minimum:
- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) Participating in Wraparound fidelity reviews, which includes providing requested client or organizational data and information to HHSC or HHSC Designee; and
 - (e) 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, which is 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, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health->

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[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, mood disorders, 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; and
 - (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

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availability of resources. Clients authorized for care by Grantee through a clinical override are eligible for the duration of the authorization.

e) Continued Eligibility for Services:

- (3) 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>.
- (4) 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>;

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- (4) The UA shall be administered according to the timeframes delineated in Information Item C, which is 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) 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:

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Required Submission	Approved Data Submission Methods			
	CMBHSONline (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, which is 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:

- a) Comply with UA requirements outlined in Section I(A)(3)(w) 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

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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, which is 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 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

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- (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 that 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, which is 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) Psychosocial Rehabilitation: Cognitive Adaptation Training (CAT);
 - (e) Supported Employment: Individual Placement and Support (IPS) from the IPS Employment Center at the Rockville Institute or SAMHSA-Supported Employment Toolkit;
 - (f) Supportive Housing: SAMHSA Permanent Supportive Housing Toolkit; and
 - (g) 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

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update assessments are due or significant changes in functioning occur, in order to determine the recommended LOC for a client;

- (10) LMHAs and LBHAs shall capture referrals due to a positive postpartum depression screening in the “Referral Source” drop-down in the Adult Needs and Strengths Assessment (ANSA) and the Child and Adolescents Needs and Strengths Assessment (CANS). This data shall be submitted to HHSC. Diagnosis of Postpartum Depression by the LMHA or LBHA will be recorded in the uniform assessment diagnostic screen;
- (11) 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;
- (12) Use the flexible funds that shall be made available by Grantee, in accordance with the TRR UM Guidelines;
- (13) Assertive Community Treatment (ACT) Services provided by Grantee shall meet the minimum TRR UM Guidelines for LOC-4, which is 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, which is posted at <https://www.hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/texas-resilience-recovery>;
- (14) 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).
- (15) Serve individuals, with monies allocated through Crisis Redesign, for engagement, transition, and intensive ongoing services in accordance with TRR UM Guidelines, which is 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, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral->

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[health-provider-resources/community-mental-health-contracts](#). Performance measures are outlined in Section II. below; and

- (16) 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 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, which is 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, which is 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 that is legally responsible for paying for 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. Grantee therefore must:
- (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;

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- (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;
- (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; and
- (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 above in Section (I)(B)(2)(a):
 - (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, which is 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, which is 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, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider->

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[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);

- (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, which is 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. This service includes Counseling as defined in Information Item G, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. 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;
- (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, which is 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, which is 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;

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- 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 Psychiatric and Substance Use Disorder. Nothing herein shall prohibit a physician from considering a client's substance use in prescribing medications;
- i) Conduct assessments in order to determine adult mental health Priority Population eligibility. Assessments not conducted in person must comply with the requirements in Section I(A)(5)(n) of this Attachment;
- 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; and
- k) Implement crisis services in compliance with the standards outlined in Crisis Service Standards, Information Item V, which is 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 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, which is 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, which is 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 Mental Health (MH) Priority Population – The children's MH Priority Population are children ages three through 17 years of age with serious emotional disturbance (excluding a single diagnosis of substance abuse, intellectual or

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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, 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; and
- (3) Ineligible diagnosis for Autism spectrum disorder: F84.0.

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- 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) Children 17 years old or younger must be screened for CMH services. Children 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. Children 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," and "transition age youth" are as follows:
 - (a) "Child" means an individual who is at least three years of age, but younger than 17 years of age; and
 - (b) "Transition Age Youth" means 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 and family, the choice of and admission to medically necessary services and supports are determined jointly by the child 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 authorized for care by Grantee through a clinical override are eligible for the duration of the authorization. A clinical override for ineligible children 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; and
 - (2) Assignment of diagnosis in CARE is required at any time the primary diagnosis changes and at least annually from the last diagnosis entered into CARE.

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- f) The LPHA's determination of diagnosis shall include an interview with the individual and/or guardian/LAR. 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, which is 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 includes the following instruments:
 - (a) Child and Adolescent Needs and Strengths Assessment (CANS);
 - (b) Community Data;
 - (c) Deviation Reason Required; and
 - (d) Authorized LOC.
 - (2) The above instruments are required to be completed once an individual has been screened and determined in need of assessment from 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, which is 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:

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Required Submission	Approved Data Submission Methods			
	CMBHSONline (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
Consent	Yes	No	N/A	N/A

- (2) Grantee may only batch to CMBHS if Grantee has submitted Form U, CMBHS Assessment Attestation, which is 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:
- a) Grantee shall comply with UA requirements outlined in Section I.A(3)(w) above. (UA is not required for individuals whose services are not funded with funds paid to Grantee under this Statement of Work).

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- 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) Grantee shall 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 which is 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) Grantee shall 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, which is 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 Uniform Assessment (UA), including the CANS, which is 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), which is 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 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 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, which is 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 may not be deviated downward more than one LOC without written documentation supporting clinical need for the deviation. If

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- client and LAR refuse the entire LOC, the child may not be deviated downward more than one LOC without written documentation that the child and LAR have received a detailed explanation of the increased risks that the child 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. (For example, LOC-4 may not be deviated downward to LOC-1.)
- (b) Medicaid-eligible children may not have services denied, reduced, suspended, or terminated due to lack of available resources. If a Medicaid-eligible child, or his/her LAR, refuses the recommended LOC, the child 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's emotional disturbance. The LOC should not be reduced if the child, or LAR refuses Family Partner services or family support groups only.
- (5) Medicaid-eligible children shall be provided with any medically necessary Medicaid-funded MH services within the recommended LOC without undue delay;
- (6) Grantee shall meet all training requirements, as well as require all TRR service subcontractors to meet all training requirements of the HHSC-approved EBPs, which is 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, which is 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, which is 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, which is 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 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

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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) Grantee shall ensure that supervisors of services and supports within TRR are trained in the HHSC-approved EBPs, which is 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. 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 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 as indicated in Information Item C, which is 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 and/or LAR:
 - i. at intervals outlined in the TRR UM Guidelines, which is 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.

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- (11) Grantee shall develop a safety plan in the individual's chart when suicide risk is present.
- (12) Grantee shall 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) Grantee shall hire or contract with a Certified Family Partner to provide peer mentoring and support to parents/primary caregivers of children. Certified Family Partners hired or contracted must meet the qualifications outlined in 26 TAC §306.305.
- (14) Grantee shall ensure that 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
 - (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, which is 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, which is 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 below in Section II.
- (19) Grantee shall make family support groups, which shall meet at least on a monthly basis, available to the caregivers of children with serious emotional disturbances.

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- (20) Grantee shall 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, which is posted at <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>.
- f) Grantee shall 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, which is 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) Grantee shall 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. 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), 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.

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- (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) Grantee shall 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, which is 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, which is posted at <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;

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- (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, which is 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, which is 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, which is 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) Other services meeting the requirement of TANF or Title XX funds as approved by HHSC; and
- (7) Report this information on Form L, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- i) Grantee shall 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) Grantee shall develop and implement written procedures to identify clients and to ensure continuity of screening, assessment, and treatment services provided to

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- individuals with Co-Occurring Psychiatric and Substance Use Disorders (COPSD), in accordance with 26 TAC Chapter 306, Subchapter A.
- (1) Grantee shall ensure that both mental health and substance use needs are being concurrently addressed.
 - (2) Grantee shall for continuity-of-care purposes:
 - (a) Identify available resources (internal and external); and
 - (b) 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.
 - (3) 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 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 with the individual to determine children's MH Priority Population eligibility. (Use of ongoing synchronous audiovisual or synchronous audio-only technology for diagnostic assessments, utilizing data collected from the child, the child's LAR, and/or child's RTC therapist, are only approved for children referred to a HHSC-funded RTC outside of Grantee's LSA);
 - (3) Enroll the child 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, which is 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 his/her LAR, and the RTC, to ensure continuity of care and transitional outpatient services post-discharge from a HHSC-funded RTC.
- l) Grantee shall implement crisis services in compliance with the standards outlined in Information Item V, which is 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) Grantee shall 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.

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SECTION II. SERVICE TARGETS, OUTCOMES, AND PERFORMANCE MEASURES

A. 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, which is 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. 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 D, Local Mental Health Authority Special Conditions, which is 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. At-Risk Performance Measures

Ten percent of funds allocated from the Community Mental Health Services-Adults (*i.e.*, General Appropriations Act, Article II, HHSC Appropriation D.2.1), Community Mental Health Services-Children (*i.e.*, General Appropriations Act, Article II, HHSC Appropriation D.2.2) and Community Mental Health Crisis Services (*i.e.*, General Appropriations Act, Article II, HHSC Appropriation D.2.3) appropriations are held at risk and subject to recoupment if Contractor does not meet At-Risk Performance Measure targets. At-Risk 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 1.2 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 At-Risk Measure targets may be eligible for redistribution of recouped general revenue funds.

1. Adult Improvement: At least 20.0% of adults authorized into a Full Level of Care (FLOC), as defined in Information Item C, which is 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%.

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- c) If the percentage improved is at least 17.0% but less than 18.0%, the amount recouped is 1.2%.
 - d) If the percentage improved is at least 16.0% but less than 17.0%, the amount recouped is 1.6%.
 - e) If the percentage improved is less than 16.0%, the amount recouped is 2.0%.
2. Child Improvement: At least 25.0% of children authorized in a FLOC (as defined in Information Item C, which is 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%.
3. School Performance: At least 60.0% of children authorized in a FLOC (as defined in Information Item C, which is 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 0.24%.
 - b) If the percentage improved is at least 54.0% but less than 57.0%, the amount recouped is 0.48%.
 - c) If the percentage improved is at least 51.0% but less than 54.0%, the amount recouped is 0.72%.
 - d) If the percentage improved is at least 48.0% but less than 51.0%, the amount recouped is 0.96%.
 - e) If the percentage improved is less than 48.0%, the amount recouped is 1.2%.
4. Community Tenure: At least 96.8% of individuals (adults and children) authorized in a FLOC (as defined in Information Item C, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health->

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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 0.24%.
 - b) If the percentage avoiding hospitalization is at least 87.1% but less than 92.0%, the amount recouped is 0.48%.
 - c) If the percentage avoiding hospitalization is at least 82.3% but less than 87.1%, the amount recouped is 0.72%.
 - d) If the percentage avoiding hospitalization is at least 77.4% but less than 82.3%, the amount recouped is 0.96%.
 - e) If the percentage avoiding hospitalization is less than 77.4%, the amount recouped is 1.2%.
5. Effective Crisis Response: 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 0.24%.
 - b) If the percentage avoiding hospitalization is at least 67.6% but less than 71.3%, the amount recouped is 0.48%.
 - c) If the percentage avoiding hospitalization is at least 63.8% but less than 67.6%, the amount recouped is 0.72%.
 - d) If the percentage avoiding hospitalization is at least 60.1% but less than 63.8%, the amount recouped is 0.96%.
 - e) If the percentage avoiding hospitalization is less than 60.1%, the amount recouped is 1.2%.
6. Hospital 7-Day Follow-up, Encounter-Based: At least 62.3% of individuals discharged from a state hospital, an HHSC Contracted Bed, a CMHH, or a PPB shall receive an in-person, synchronous audiovisual, or synchronous audio-only contact within 0-7 calendar days of discharge.
- a) If the percentage avoiding hospitalization is at least 59.2% but less than 62.3%, the amount recouped is 0.24%.
 - b) If the percentage avoiding hospitalization is at least 56.1% but less than 59.2%, the amount recouped is 0.48%.
 - c) If the percentage avoiding hospitalization is at least 53.0% but less than 56.1%, the amount recouped is 0.72%.
 - d) If the percentage avoiding hospitalization is at least 49.8% but less than 53.0%, the amount recouped is 0.96%.
 - e) If the percentage avoiding hospitalization is less than 49.8%, the amount

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recouped is 1.2%.

7. Crisis 7-Day Follow-up: At least XX.X% of adults and children in LOC-A 0 shall receive an in-person, synchronous audiovisual, or synchronous audio-only follow-up service contact within 1–7 calendar days after the date of the last crisis service in the crisis episode. HHSC has not established a minimum threshold for this measure, therefore, Grantee will be held harmless until such time that a minimum threshold is established and incorporated into this Contract via amendment.
 - a) If the percentage receiving follow-up is at least XX.X% but less than XX.X%, the amount recouped is 0.24%.
 - b) If the percentage receiving follow-up is at least XX.X% but less than XX.X%, the amount recouped is 0.48%.
 - c) If the percentage receiving follow-up is at least XX.X% but less than XX.X%, the amount recouped is 0.72%.
 - d) If the percentage receiving follow-up is at least XX.X% but less than XX.X%, the amount recouped is 0.96%.
 - e) If the percentage receiving follow-up is less than XX.X%, the amount recouped is 1.2%.

D. 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. Remedies and sanctions associated with failure to achieve the following measures are specified in Article VII of the Local Mental Health Authority Special Conditions, as applicable.

1. Adult Service Target:

Target is 1,564. This target equals the average monthly number of adults authorized in a FLOC (as defined in Information Item C, which is 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%.

2. Adult Monthly Service Provision:

An average of at least 65.6% of adults authorized in a FLOC, as defined in Information Item C, which is 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 in-person, synchronous audiovisual, or synchronous audio-only encounter each month. FLOCs (as defined in Information Item C, which is 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

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recommended and authorized for LOC-1S are excluded from this measure. Encounters may be for any service and for any length of time.

3. ACT Authorization 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. Criminal Justice Outcomes:

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, which is 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.

5. Depression Response at Six Months:

At least 10.4% of adults authorized in a FLOC (as defined in Information Item C, which is 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 a diagnosis of major depression and an initial Quick Inventory of Depressive Symptomatology (QIDS) score greater than or equal to 11 shall 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.

6. Educational or Volunteering Strengths:

At least 26.5% of adults authorized in a FLOC (as defined in Information Item C, which is 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.

7. Employment Functioning:

At least 39.8% of adults authorized in a FLOC (as defined in Information Item C, which is 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.

8. High-Need Adult Functioning:

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

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[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)) with LOC-R 4 who have acceptable or improved functioning in the Life Domain Functioning or the Strengths domain of the ANSA.

9. Residential Stability:

At least 84.0% of adults authorized in a FLOC (as defined in Information Item C, which is 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.

10. 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) An in-person, synchronous audiovisual, or synchronous audio-only 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.

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, which is 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) An in-person, synchronous audiovisual, or synchronous audio-only 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. Adults Served with TANF or Title XX:

Expected Fiscal Year targets are listed in Information Item C (which is 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. Child 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).

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Quarters start September 1st of each year and end August 31st of each year. Remedies and sanctions associated with failure to achieve the following measures are specified in Article VII of the Local Mental Health Authority Special Conditions, as applicable.

1. Child Service Target:

Target is 358. This target equals the average monthly number of children authorized in a FLOC, as defined in Information Item C, which is 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%.

2. Child Monthly Service Provision:

An average of at least 65.0% of children authorized in a FLOC (as defined in Information Item C, which is 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 in-person, synchronous audiovisual, or synchronous audio-only encounter each month. Encounters may be for any service and for any length of time.

3. Juvenile Justice Avoidance:

At least 95.0% of children authorized in a FLOC (as defined in Information Item C, which is 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.

4. Living and Family Situation:

At least 67.5% of children authorized in a FLOC (as defined in Information Item C, which is 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.

5. Children Served with TANF or Title XX Funds:

Expected Fiscal Year targets are listed in Information Item C (which is 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. Family Partner Response:

At least 65.2% of children authorized in FLOC (as defined in Information Item C, which is posted at <https://www.hhs.texas.gov/doing-business-hhs/provider->

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[portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts](#)) who receive any Family Partner Support Services shall 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.

7. Retention of Justice–Involved Children:

HHSC has not established a minimum threshold for this measure, but reviews the percentage of children authorized in a FLOC (as defined in Information Item C, which is 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 CANS scores that trigger the Juvenile Justice module who have:

- a) An in-person, synchronous audiovisual, or synchronous audio-only 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.

8. Juvenile Justice Outcomes:

HHSC has not established a minimum threshold for this measure, but reviews the percentage of children authorized in a FLOC (as defined in Information Item C, which is 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.

F. 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. Remedies and sanctions associated with failure to achieve the following measures are specified in Article VII of the Local Mental Health Authority Special Conditions, as applicable.

1. Hospitalization Rate:

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. Access to Crisis Response Services:

At least 61.9% of crisis hotline calls shall result in in-person, synchronous audiovisual, or synchronous audio-only encounters on the same day or within one day of a hotline call.

3. Adult Jail Diversion:

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

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%.

4. Hospital 30-Day Readmission:

No more than 10.3% of adults, children discharged from a state hospital, an HHSC Contracted Bed, a CMHH, or a PPB and reassigned to the LMHA/LBHA shall be readmitted to an HHSC Inpatient Bed within 30 days of discharge.

G. 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.

H. 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-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

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

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>).

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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

ATTACHMENT A02
COMMUNITY MENTAL HEALTH HOSPITAL (MH/CMHH), PLACEHOLDER

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

ATTACHMENT A03
CONSUMER OPERATED SERVICE PROGRAM (MH/COS), VERSION 1

CONTRACT NO. HHS001324500001

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

Consumer-Operated Service Providers are an evidence-based practice program recognized by the Substance Abuse and Mental Health Services Administration. COSPs are independent organizations operated and governed by people in recovery, and a central feature of their services is peer support. These providers have a unique and valuable role in a recovery-oriented system of care.

SECTION I. GRANTEE RESPONSIBILITIES:

A. Grantee shall serve as the contract manager for the Consumer Operated Service Program (COSP), which is an evidenced-based program that is directed, administratively controlled and managed by mental health consumers for their peers. The COSP offers recovery support services provided by consumers for the benefit of consumers. For the purposes of this Statement of Work, a consumer is an adult, child or adolescent who currently receives, who has received, or someone who is at significant risk of needing mental health services. The Club House model is not eligible for COSP funding. The services the COSP provides shall be based upon peer support principles such as mutuality and shared experience through appropriate and relatable disclosure of the Certified Peer Specialists' own story of recovery.

B. Program Development and Subcontracting:

Grantee shall:

1. Renew or enter into a subcontract with a peer-run organization (Subcontractor) for the development, maintenance, or expansion of a COSP. This subcontract will specify the services to be provided by the COSP that will supplement services provided by Grantee.
2. Monitor, support and report Subcontractor's provision of the following peer services, on Form N. The Form N report, 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 include only those activities that are subcontracted out for the COSP.
 - a. Number of consumers contacted per month;
 - b. Number of consumers served per month;
 - c. Advocacy and protection of consumer rights;
 - d. Assistance to consumers in obtaining employment;
 - e. Distribution of information and referrals for services needed;
 - f. Outreach and education to the community, consumers and families on how to acquire mental health services and increase awareness on mental illness and recovery;
 - g. Peer support or Wellness Recovery Action Plan (WRAP) facilitation to groups or individual consumers;
 - h. Training to assist consumers to develop the skills necessary to become self-sufficient and participate successfully in their living, learning, working and socializing environments of choice within their community;
 - i. Assistance accessing basic needs such as shelter, food and clothing;
 - j. Development of community networking to encourage partnerships and enhance

**ATTACHMENT A03
CONSUMER OPERATED SERVICE PROGRAM (MH/COS), VERSION 1**

- services; and
- k. Other recovery supports provided.
 3. Develop, maintain, and implement written procedures to be utilized in monitoring Subcontractor. Grantee shall collaborate with Subcontractor to revise the procedures as necessary during the term of this Contract.
 4. Monitor, support and report in-kind contributions.
 5. Maintain a contract administration system to monitor how Subcontractor performs in accordance with the terms, conditions, and specifications of its subcontract. The system shall include the following services:
 - a. Monitor Subcontractor's governing or advisory board(s) to verify the board members are trained and informed of their responsibilities and obligations under Subcontractor's subcontract; and
 - b. Provide training and technical assistance on establishing a board, if Subcontractor does not have a governing or advisory board.
 6. Grantee shall require Subcontractor to submit monthly expense reports to Grantee to document Subcontractor's allowable costs for the month. The monthly expense reports shall include copies of receipts for Subcontractor's expenses. On an annual basis, Grantee shall reconcile its advance payments to Subcontractor and require Subcontractor to reimburse Grantee if Subcontractor has received more in advance monthly payments than allowable expenses incurred.
 7. If requested by Health and Human Services Commission (HHSC), submit to HHSC a detailed accounting of Subcontractor costs that have been reimbursed by Grantee.
 8. Require the Subcontractor to participate in any training and technical assistance provided by or monitored by HHSC or its contractors with relevance to the consumer operated service program providers such as peer training and certification through the state approved training and certification body.
 9. If Grantee has contracted with Subcontractor for extra services not listed above, or Grantee has contracted with Subcontractor to provide peer support services, Grantee shall document and provide to HHSC all supervision and documentation required by the Texas Administrative Code and Medicaid billing rules. Additionally, Grantee shall compensate Subcontractor in accordance with the rules for any contracted services. If the Local Mental Health Authority bills and receives reimbursement for services rendered by the COSP, then a negotiated reimbursement, separate and above the dollars received through this contract shall be arranged and implemented.

SECTION II. PERFORMANCE MEASURES:

The terms of this Statement of Work, including the following performance measures, will be used to assess Grantee's effectiveness in providing the services described in this Statement of Work.

Grantee shall:

- A. No later than September 23 of each fiscal year, submit to HHSC a copy of the executed contract between Grantee and Subcontractor;
- B. Submit Form N quarterly to HHSC according to the Information Item S, Submission Calendar, both of which are incorporated by reference and posted at:

**ATTACHMENT A03
CONSUMER OPERATED SERVICE PROGRAM (MH/COS), VERSION 1**

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

Within 10 days of execution of the contract between Grantee and Subcontractor, submit to HHSC a copy of Grantee's written monitoring procedures. Whenever Grantee deems it necessary to revise the procedures, Grantee shall submit a copy of the revised procedures to HHSC.

- C. Submit all reports electronically to the Performance Contract Mailbox at performance.contracts@hhsc.state.tx.us with a copy to the assigned HHSC Contract Manager.
- D. Grantee shall submit a detailed accounting of Subcontractor costs that have been reimbursed by Grantee no later than 20 business days after Grantee receives a written request from HHSC.

SECTION III. PAYMENT METHOD:

Quarterly Allocation

SECTION IV. BUDGET:

Grantee's Payments to Subcontractor:

During the term of this Contract, Grantee shall pay Subcontractor in advance approximately one-twelfth of the Subcontractor's total annual budget per month for costs associated with the operation of a COSP within Grantee's local service area. Grantee may pay Subcontractor more than the one-twelfth monthly payment amount if Subcontractor incurs significant one-time costs during a month, such as for insurance. Subcontractor payments shall not exceed 25 percent of the total annual budget of this Statement of Work in a quarter. Grantee shall require Subcontractor to submit to Grantee monthly expense reports that document Subcontractor's allowable costs, and Grantee shall require Subcontractor to include with the monthly reports copies of receipts for each expense incurred. On a quarterly basis, Grantee shall reconcile the advance payments with Subcontractor's actual expenses incurred, as documented in Subcontractor's monthly expense reports. Grantee shall require Subcontractor to reimburse Grantee if Subcontractor has received more in advance monthly payments than allowable expenses incurred annually. Grantee shall return any funds to HHSC as required by Section 2.06 of Attachment C LMHA Special Conditions.

SECTION V. 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A04
MENTAL HEALTH DEPUTY (MH/MHD), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A05
OUTPATIENT COMPETENCY RESTORATION (MH/OCR), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

ATTACHMENT A06
COMMUNITY-BASED CRISIS PROGRAMS (MH/CRISIS), VERSION 1

CONTRACT NO. HHS001324500001
GRANTEE: Abilene Regional MHMR Center d\b\ a Betty Hardwick Center

SECTION I. PURPOSE

Community-based crisis programs offer a variety of services designed to meet the unique needs of Grantee's local service area. Community-based crisis programs offer assessment, support, and services to achieve psychiatric stabilization in the least restrictive and most appropriate environment possible.

SECTION II. GRANTEE RESPONSIBILITIES

A. Grantee's operation of the Community-Based Crisis Programs shall provide jail diversion or alternatives to individuals prior to being admitted to a State or Community Mental Health Hospital that:

1. Allow individuals in behavioral health crisis to receive treatment in the most appropriate and available setting;
2. Minimize local law enforcement officer waiting and driving time;
3. Divert individuals in behavioral health crisis from the criminal justice system; and
4. When appropriate, reduce any unplanned use of local emergency rooms to manage behavioral health crises.

B. Program Design

Contracted Psychiatric Beds

Grantee shall:

1. Provide the services specified in this Statement of Work and those specified in any subsequent service revisions approved by HHSC;
2. Require that the facility providing the inpatient contracted psychiatric beds (CPBs) must maintain a current license based on Title 26 Texas Administrative Code, Chapter 510 (26 TAC 510) (Private Psychiatric Hospitals and Crisis Stabilization Units);
3. Require that the facility providing the CPBs for rapid crisis stabilization must be accredited by The Joint Commission or other accrediting body granted deeming authority by the Centers for Medicare and Medicaid Services; and
4. Serve 285 individuals per state fiscal year (beginning September 1st through August 31st) by providing contracted psychiatric bed services (outlined below) as measured through the encounter data reports as defined in this Section II.C(4)

C. Program Reporting

Grantee shall:

1. Develop and electronically submit service delivery data written reports to HHSC using Form F (Community-Based Crisis Programs Service Delivery Report), 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. Develop and electronically submit expenditure reports to HHSC using Form M (Community-Based Crisis Programs Expenditure Summary), 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>;

3. Follow the submission schedule and reporting requirements for financial information in Client Assignment and Registration System (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>; and
4. Report service delivery using procedure codes data in the current version of Mental Health Service Array (Info Mental Health Service Array Combined) which can be found in the Mental Retardation and Behavioral Health Outpatient Warehouse, in the CA General Warehouse Information folder, incorporated by reference and posted at: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>.

D. Quality Assurance

Grantee shall:

1. Develop and implement written policies and procedures to evaluate its performance against the requirements of this Statement of Work;
2. Measure individual and other local stakeholder (e.g., local criminal justice, emergency department partners) satisfaction; and
3. Require that any subcontracted provider of CPBs for rapid crisis stabilization furnish notification to Grantee of any change in the licensure status or accreditation status of the Grantee's subcontractor's facility where the CPBs are provided and subcontractors provide licensure and accreditation review reports to Grantee upon its request.

E. Service Revision Amendment

1. If Grantee determines, at any time, Grantee wants to revise its program design of targets, Grantee shall submit in an email to the HHSC Contract Manager, and the Crisis Services mailbox at CrisisServices@hhs.texas.gov, all proposed revisions in program design, which shall include a description of:
 - a. proposed revision to services;
 - b. hours of operation;
 - c. cost per person per day or per person bed-day rate;
 - d. staffing pattern including credentials;
 - e. site location with applicable license requirements;
 - f. sub-contracted service provider;
 - g. sub-contracted management oversight, when applicable;
 - h. justification for the proposed revision; and
 - i. the number of crisis facility beds.
2. HHSC may request additional service revision information including submission of Form P (Community-Based Crisis Programs), 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>.

3. Grantee shall include a reason for the delay in requesting a proposed revision if the revision request is submitted to HHSC during the last two quarters of the state fiscal year (beginning March 1st through August 31st).
4. HHSC will approve the revision request in writing and at its sole discretion. An amendment to this Contract will then be processed to support the revision request.

SECTION III. PERFORMANCE MEASURES

The terms of this Statement of Work, including the following performance measures, will be used to assess Grantee's effectiveness in providing the required services as described in this Statement of Work. No terms of the Contract, in which this Statement of Work is incorporated, are waived.

- A. The following reports and documents shall be submitted as specified below.
 1. Service Delivery Reports:
 - a. Grantee shall submit the Form F, 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>.
 - b. Grantee shall submit a separate Form F, 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>, for each project type listed in Section II.B, Program Design.
 - c. Grantee shall submit a separate Form F for CPBs during quarters in which beds are purchased in accordance with Section V.G, Funding, of this Statement of Work.
 2. Budget and Expenditure Reports
 - a. Grantee shall complete an operational budget using Form P (Community-Based Crisis Programs Budget) for each program type listed in Section II.B, and submit it 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>. HHSC will review each budget and may request additional budget information, including resubmission of Form P.
 - b. Grantee shall submit Form M, 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>, for each project type listed in Section II.B.
 - c. The Form M, 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](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts) report shall include expenditure data on:

- (1) Personnel / Fringe Benefits;
- (2) Travel;
- (3) Supplies;
- (4) Contractual;
- (5) Equipment;
- (6) Total Direct Expenditure;
- (7) Indirect Expenditure;
- (8) Total Expenditure;
- (9) Local Match; and
- (10) Other.

3. Policies and Procedures

In accordance with 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>, Grantee shall submit to HHSC written policies and procedures for each program required within this Statement of Work,. The submission date shall be the same date as the budget submission date 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>. HHSC will review policy and procedure submissions for each program. HHSC may request additional information, including resubmission of policies and procedures.

SECTION IV. BUDGET

The amount of Grantee expenditures for administration of the provision of services under this Statement of Work shall not exceed 10% of the total of this Statement of Work, as indicated on the Contract signature document.

SECTION V. FUNDING

A. Match Payments:

During the term of this Contract, Grantee shall secure and maintain a local match of at least 25 percent of the total value of this Statement of Work, as indicated on the Contract signature document.

B. If Grantee's total allowable expenditures for the term of this Contract are less than the total amount disbursed by HHSC in Grantee's four quarterly allocations, Grantee shall be subject to recoupment of the difference between the total amount of state fiscal year (beginning September 1st through August 31st) allocations disbursed by HHSC and Grantee's total state fiscal year expenditures.

- C. If by the end of the second quarter of the state fiscal year (beginning September 1st through August 31st), Grantee has not expended at least 70% of Quarter 1 and Quarter 2 combined allocations, HHSC may recoup the difference between the 70% benchmark and the Grantee's expenditures for Quarter 1 and Quarter 2.
- D. If by the end of the second quarter of each state fiscal year (February 28th, or February 29th on leap years), Grantee has not served at least 70% of Quarter 1 and Quarter 2 combined service targets (half of yearly target), HHSC may recoup the difference between the 70% benchmark and the Grantee's actual individuals served in Quarter 1 and Quarter 2 at the cost per person rate, based on HHSC's state fiscal year (beginning September 1st through August 31st) allocation.
- E. After notifying HHSC's Contract Manager of the transfer, Grantee may, without HHSC prior approval, transfer money between budget categories of within this Statement of Work subject to the following terms:
1. No program budget category transfer or cumulative transfers may exceed 25% of the total value of this Statement of Work or \$100,000, whichever is less;
 2. Grantee shall request prior written approval from HHSC if the budget transfer(s) exceed(s) \$100,000, alone or cumulatively;
 3. A formal contract amendment is required if the budget category transfer(s) or cumulative transfers exceed(s) 25% of the value of this Statement of Work; or
 4. Grantee shall receive HHSC prior approval for budget transfers amongst more than one program.
- F. Based on expenditures, match requirements and service utilization, funds may be de-obligated on a one time or permanent basis to ensure available funds are maximized.
- G. Potential lapsed funds may be used by Grantee for the purchase of CPBs.
- H. CARE Budget Instructions:
Funding associated with this Statement of Work shall be entered into the 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> on line 761, Crisis Services – Community-Based Crisis Programs, and distributed among the Sub-Strategies B(2-3) – Crisis, Transitional, and Intensive Ongoing Services.

SECTION VI. 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A07
PRIVATE PSYCHIATRIC BEDS (MH/PPB), VERSION 1**

CONTRACT NO. HHS001324500001

GRANTEE: Abilene Regional MHMR Center d\b\A Betty Hardwick Center

Hospital services staffed with medical and nursing professionals who provide 24-hour professional monitoring, supervision and assistance in an environment designed to provide safety and security during acute behavioral health crisis. Staff provides intensive interventions designed to relieve acute symptomatology and restore the patient's ability to function in a less restrictive setting.

SECTION I. GRANTEE RESPONSIBILITIES

A. GENERAL:

1. Grantee shall expend funds allocated under this Statement of Work on the provision of inpatient mental health services located at a licensed psychiatric hospital (the "Hospital").
2. Grantee shall require the Hospital to provide Grantee, with evidence that it maintains throughout the term of this Statement of Work, a license as a private psychiatric hospital in accordance with Chapter 577 of the Texas Health and Safety Code and with 26 TAC Chapter 510 *et seq.* (Private Psychiatric Hospitals and Crisis Stabilization Units), or a General or Special Hospital in accordance with Chapter 241 of the Texas Health and Safety Code and with 25 TAC Chapter 133 *et seq.* (Hospital Licensing).
3. Grantee shall require the Hospital to provide Grantee with evidence that it maintains its accreditation with The Joint Commission (TJC), or other accrediting body granted deeming authority by the Centers for Medicare and Medicaid Services (CMS), as a hospital throughout the term of this Statement of Work.
4. Grantee shall designate a point of contact who shall be responsible for all communication, correspondence, and reporting to the Health and Human Services Commission (HHSC) and who must accompany HHSC personnel on all site visits scheduled with the Hospital during the term of this Statement of Work.
5. Grantee shall require the Hospital to notify Grantee no later than 90 calendar days prior to discontinuing the provision of inpatient mental health services at the Hospital.
6. If Grantee determines that the safety and well-being of patients served by the Hospital is in jeopardy, Grantee shall make arrangements to transfer the patients to another hospital that meets the requirements outlined in Section I.A(2- 3). of this Statement of Work and shall notify HHSC immediately.
7. Funds allocated and paid under this Statement of Work, once any available third-party insurance, indigent care programs, or other local medical care programs are exhausted, must cover the costs for all medical care and treatment including the cost of psychiatric and physician services and all non-prescription and prescription medications (including discharge medications) incurred by or on behalf of patients, who qualify under Section II.B below, admitted to the Hospital. This includes all on-site medical care and treatment, as well as all outside medical care and treatment, emergency room and hospitalization costs,

**ATTACHMENT A07
PRIVATE PSYCHIATRIC BEDS (MH/PPB), VERSION 1**

as well as any and all charges by specialists, consultants, and laboratories, incurred by or on behalf of patients admitted. No additional HHSC funds will be made available for this purpose.

8. Grantee shall not use funds allocated under this Statement of Work to pay the cost of services provided to patients admitted to the Hospital who do not meet the requirements specified in Section I.B of this Statement of Work.
9. During the term of this Statement of Work, HHSC will evaluate demand and utilization based upon occupancy within the county(ies) served. If HHSC determines that demand and utilization within the county(ies) served does not align with the total amount allocated to Grantee under this Statement of Work, HHSC will provide Grantee a 90 days' notice on its decision to reduce or increase funding to address statewide need.

B. CAPACITY AND PATIENTS SERVED

1. Grantee shall use funding to purchase psychiatric inpatient services, as needed. Grantee is funded to purchase 1,668 bed days (equivalent to 4.6 beds per day) at a rate not to exceed \$660.00 per day. The figures included in the preceding sentence are based on rounded numbers.
2. The primary local service area for patients served under this Statement of Work is: Callahan County; Jones County; Shackelford County; Stephens County; Taylor County.
3. Grantee shall work with HHSC on the capacity management program for State Mental Health Facilities (SMHF). As part of the capacity management program, HHSC may request access to beds purchased under this Statement of Work to assist with SMHF diversion activities. If capacity is available within the Hospital, then HHSC may attempt to divert admissions from SMHFs to the Hospital. Individuals diverted may be from outside of Grantee's primary local service area. Grantee shall evaluate these individuals for admission and serve them with funds allocated as part of this Statement of Work.
4. Grantee shall also provide to HHSC a point(s) of contact who will be responsible for communication, correspondence, and reporting to HHSC during and after business hours about the activities described in this Statement of Work. Grantee shall respond to capacity management contacts initiated by HHSC within one hour.
5. Grantee shall require the Hospital to serve patients who present either voluntarily or through the civil commitment process.
6. Grantee shall serve as the gatekeeper for patients served under this Statement of Work and shall establish a process for approving patient admissions to, and continued stay at, the Hospital. This process must incorporate provisions that allow the Hospital to conduct medical screening evaluations, make medical condition determinations, and admit individuals who either present voluntarily or through the civil commitment process.

**ATTACHMENT A07
PRIVATE PSYCHIATRIC BEDS (MH/PPB), VERSION 1**

7. A patient is not eligible for admission to the Hospital if the patient is determined to be incompetent to stand trial and committed to a mental health facility for competency restoration services pursuant to Texas Code of Criminal Procedure, Article 46B.073(d), Article 46B.080, or Article 46B.102, or if pending charges make the patient eligible for maximum security admission pursuant to Texas Code of Criminal Procedure, Article 46B.073(c) or Article 46B.104.

C. COMPLIANCE WITH APPLICABLE LAW:

Grantee shall require the Hospital to comply with all applicable state and federal laws and regulations related to:

1. The provision of inpatient mental health services, including, but not limited to:
 - a. Emergency Medical Treatment and Labor Act, 42 U.S.C.A. § 1395dd;
 - b. Texas Health and Safety Code Chapters 241, 571, 575, 576, and 577; and
 - c. Title 25 Texas Administrative Code:
 - 1) Chapter 133 (Hospital Licensing)
 - 2) Chapter 404, Subchapter E (Rights of Persons Receiving Mental Health Services);
 - 3) Chapter 405, Subchapter E (Electroconvulsive Therapy);
 - 4) Chapter 414, Subchapter I (Consent to Treatment with Psychoactive Medication – Mental Health Services); and
 - 5) Chapter 415, Subchapter F (Interventions in Mental Health Programs).
 - d. Title 26 Texas Administrative Code:
 - 1) Chapter 510 (Private Psychiatric Hospitals and Crisis Stabilization Units); and
 - 2) Chapter 568 (Standards of Care and Treatment in Psychiatric Hospitals).
2. Medications and medication-related services provided to patients served under this Statement of Work as specified in 26 TAC Chapter 306, Subchapter G (Use and Maintenance of Health and Human Services Commission Psychiatric Drug Formulary)
3. In addition to the reporting requirements outlined in 26 TAC Chapter 510 (Private Psychiatric Hospitals and Crisis Stabilization Units), Grantee shall report the investigation disposition of all reports of death, abuse, neglect, exploitation, or illegal, unethical or unprofessional conduct using Exhibit B (Report of Outcome of Investigation of Death, Abuse, Neglect, Exploitation, or Illegal, Unethical or Unprofessional Conduct Form), 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. OVERSIGHT REQUIREMENTS:

Grantee shall:

1. Develop written oversight policies and procedures, by which Grantee and the Hospital will manage the admission, service delivery, continuity of care and discharge requirements outlined in Section I.F of this Statement of Work, coordinate with other local mental health authorities (LMHAs) affected by this Statement of Work, and report to HHSC's Contract Manager in accordance with the terms and conditions in Section I.E below; and

**ATTACHMENT A07
PRIVATE PSYCHIATRIC BEDS (MH/PPB), VERSION 1**

2. Develop and enter into written agreements with other LMHAs affected by this Statement of Work, if applicable, that specify the processes by which patients are to be admitted, served and discharged, and how services are reported in accordance with the terms and conditions of this Statement of Work.

E. DATA COLLECTION AND REPORTING

1. Grantee shall develop and use a local reporting unit that will provide an assigned location for all clients served within the Hospital. This information shall also be entered into Client Assignment and Registration (CARE) when reporting on beds utilized at the Hospital.
2. Grantee shall budget and report expenditure data on the 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>, within the Community Hospital strategy C.2.1.1 using line 764 - Project Private Beds.
3. Grantee shall ensure that patient registration, diagnostics, admission and discharge data is reported by using the CARE screens and action codes listed below:
 - a. Screen: Campus-Based Assignments (Add/Change/Delete), Action Code: 305;
 - b. Screen: Campus-Based Discharge/Community Placement (Add/Change/Delete), Action Code: 310;
 - c. Screen: Joint Community Support Plan (Add/Change/Delete), Action Code: 312;
 - d. Screen: Register Client, Action Code: 325;
 - e. Screen: Diagnostics (Add/Change/Delete), Action Code: 330;
 - f. Screen: Voluntary Admission and Commitment (Add/Change/Delete), Action Code 332;
 - g. Screen: Campus-Based Residential Ward/Dorm (Add/Change/Delete), Action Code 615; and
 - h. Screen: MH Bed Allocation Exception (Add/Change/Delete), Action Code 345.

For details related to the use of these screens and action codes, Grantee can refer to the CARE Reference Manual which can be found under the CARE (WebCARE) section on the portal at:

https://hhsportal.hhs.state.tx.us/helpGuide/Content/16_CARE/CAREWebCARE%20Reference%20Manual.htm

F. ADMISSION, CONTINUITY OF CARE, AND DISCHARGE REQUIREMENTS

1. Grantee shall ensure that the Hospital provides a full array of services that comply with the following principles for treatment:
 - a. Follow the steps as outlined in Exhibit E (Psychiatric Emergency Flow Chart), 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>.

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- b. Apply the Appropriate-Use and Medical Clearance criteria outlined below:
- 1) Individuals under consideration for referral to the Hospital must meet the criteria in the Texas Health and Safety Code Chapters 571-576, as applicable to voluntary admission or the civil commitment process;
 - 2) Acute and Chronic Medical Condition Criteria: The presence of any of the following represent acute or chronic medical conditions that the Hospital does not have the capability to treat and so, in accordance with the Emergency Medical Treatment & Labor Act (EMTALA) and state law, the Hospital will provide evaluation and treatment within its capability to stabilize the person and will arrange for the person to be transferred to a hospital that has the capability to treat the condition:
 - a) Medical Emergency Indicators, including:
 - i. Overdose;
 - ii. Chest pain;
 - iii. Fluctuating consciousness;
 - iv. Stab wound, bleeding, or serious injury;
 - v. Seizure activity;
 - vi. Complications from Diabetes;
 - vii. Injured in assault or flight;
 - viii. Victim of a sexual assault; or
 - ix. Resident of a nursing home or assisted living facility.
 - b) Acute Medical Conditions, including:
 - i. Acute overdose resulting in any vital sign instability in the prior 24 hours;
 - ii. Acute drug intoxication (blood alcohol level over 0.1);
 - iii. Unconscious or fluctuating consciousness;
 - iv. Delirium, including substance induced syndromes;
 - v. Uncontrolled seizure activity;
 - vi. Recent trauma that has not received medical evaluation, including fractures, lacerations, burns, head trauma, and bleeding;
 - vii. Recent assault or fight that has not received medical evaluation;
 - viii. Recent sexual assault that has not received medical evaluation;
 - ix. Blood pressure greater than 160/110;
 - x. Pulse less than 50, or any symptomatic bradycardia, in the prior 24 hours;
 - xi. Pulse greater than 120 in the prior 24 hours;
 - xii. Temperature above 101° F;
 - xiii. White blood count (WBC) greater than 15,000;
 - xiv. Hemoglobin (HGB) less than 10;
 - xv. Hematocrit (HCT) less than 30;
 - xvi. Any abnormal electrolytes;
 - xvii. Creatinine4 phosphokinase (CPK) greater than 1500; or, CPK greater than 1000 with elevated temperature and muscular rigidity;
 - xviii. Serum glucose below 70 or over 400 during the prior 48 hours;
 - xix. Acute O2 saturation below 90%;
 - xx. Chest pain;
 - xxi. Shortness of breath;
 - xxii. Unstable arrhythmia;

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PRIVATE PSYCHIATRIC BEDS (MH/PPB), VERSION 1**

- xxiii. Pulmonary edema;
 - xxiv. Acute congestive heart failure;
 - xxv. Acute respiratory distress syndrome;
 - xxvi. Acute asthma;
 - xxvii. Acute cardiovascular accident;
 - xxviii. Acute CNS trauma;
 - xxix. Gastrointestinal (GI) bleeding during the prior 48 hours;
 - xxx. Requires indwelling tubing (for example, a nasogastric tube);
 - xxxi. Post-op instability, demonstrated as any instability in vital signs or laboratory values in the prior 48 hours; or
 - xxxii. Open wounds and/or wounds requiring sterile equipment to manage.
- c) Chronic Medical Conditions, including individuals who:
- i. Require specialized cancer care, including radiation or chemotherapy;
 - ii. Required medical care from a nursing home prior to admission;
 - iii. Require care for decubiti – Stage 3-4;
 - iv. Require blood or blood product transfusions;
 - v. Require continuous oxygen, oximetry, or support equipment (CPCPs, BiPAPs, O2 concentrators);
 - vi. Are being treated for active tuberculosis (TB);
 - vii. Require isolation for the purpose of infection control;
 - viii. Require on-going intravenous (IV) therapy;
 - ix. Have a subclavian line, arterial line, or require hyperalimentation or total parenteral nutrition (TPN);
 - x. Require suctioning;
 - xi. Require peritoneal or hemodialysis treatments;
 - xii. Require complex care or sterile equipment for managing the care of wounds
 - xiii. Require tracheotomy care and have a chronic condition that causes non-ambulation to an extent to preclude the engagement in treatment programming;
 - xiv. Are considered a high-risk pregnancy;
 - xv. Have a multiparous pregnancy; or
 - xvi. Are pregnant and at 38-weeks' gestation or later.
- c. Effective, responsive, individualized, and least restrictive treatment
- d. Treatment and care through the development and implementation of a Comprehensive Treatment Plan and corresponding intervention(s) including but not limited to:
- 1) A reasonable and appropriate discharge plan that is jointly developed by the Grantee and the Hospital; and
 - 2) Communication that will facilitate the exchange of information needed to accomplish common Utilization Management activities.
- e. Promotion of recovery, independence, and self-sufficiency;
- f. Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;
- g. Comprehensive client/patient rights consistent with regulatory and TJC requirements;
- h. Interdisciplinary, goal-directed and evidence-based treatment;
- i. Behavior management program;
- j. Culturally competent treatment; and
- k. Telemedicine provided in accordance with applicable rules and regulations.

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PRIVATE PSYCHIATRIC BEDS (MH/PPB), VERSION 1**

2. Grantee shall ensure that the Hospital demonstrates efforts to reduce restraint and seclusion by adopting and implementing the following restraint/seclusion reduction tools:
 - a. Using assessment tools to identify risk factors for violence and seclusion and restraint history;
 - b. Using a trauma assessment;
 - c. Using tools to identify persons with risk factors for death and injury;
 - d. Using de-escalating or safety surveys; and
 - e. Making environmental changes to include comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.

3. Grantee shall ensure that the Hospital complies with the following standards regarding Admission, Continuity of Care and Discharge:
 - a. The Hospital must not allow admissions without Grantee approval;
 - b. When the Hospital admits a patient, a physician must issue and sign a written order admitting the patient;
 - c. The Hospital must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted;
 - d. When the Hospital admits a patient, the Hospital must promptly notify Grantee of the admission and the admission status;
 - e. Upon admission of a patient to the Hospital, the Hospital and Grantee must begin discharge planning for the patient;
 - f. Discharge planning must involve the Hospital treatment team, Grantee liaison staff or other Grantee designated staff, the designated Local Intellectual and Developmental Disability Authority (LIDDA) liaison staff, if appropriate, the patient, the patient's legally authorized representative (LAR), if any, and any other individual authorized by the patient;
 - g. Discharge planning must include, at a minimum, the following activities:
 - 1) A determination of the following:
 - a) The amount of medication that will be provided upon discharge or transfer, and the amount of medication the patient will need after discharge or transfer until the patient is evaluated by a physician; and
 - b) The name of the individual or entity responsible for providing and paying for the medication needed after discharge or transfer until the patient is evaluated by a physician; and
 - 2) Development of a transportation plan.

SECTION II. PERFORMANCE MEASURES:

The terms and conditions of this Statement of Work and the following performance measures will be used to assess Grantee's effectiveness in providing the services described in this Statement of Work:

- A. Grantee shall submit to HHSC the name of the designated point(s) of contact who will be responsible for communication, correspondence, and reporting to HHSC during and after business hours no later than 15 days after this Contract is executed.

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PRIVATE PSYCHIATRIC BEDS (MH/PPB), VERSION 1**

- B. Grantee shall complete and submit CARE Report III in accordance with Information Item D and submission timelines as outlined in Information Item S, all of which are 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. Grantee shall report on the daily utilization of beds using an HHSC-approved format each business day by 10:00AM.

Grantee shall send all reports, documentation, and other information required of Grantee by this Statement of Work to Performance.Contracts@hhsc.state.tx.us, as well as to the assigned HHSC Contract Manager.

SECTION III. PAYMENT METHOD:

Quarterly Allocations

SECTION IV. BUDGET

The amount expended by Grantee for administration of the provision of services under this Statement of Work must not exceed 10% of the total-not-to-exceed amount of this Statement of Work as specified in Article VI of the Contract Signature Document.

SECTION V. 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

ATTACHMENT A08
RESIDENTIAL TREATMENT CENTER INTEGRATION (MH/RTCI), VERSION 1

CONTRACT NO. HHS001324500001
GRANTEE: ABILENE REGIONAL MHMR CENTER D\B\A BETTY HARDWICK CENTER

SECTION I. PURPOSE

The Residential Treatment Center Project is a partnership between the Health and Human Services Commission (HHSC) and Department of Family and Protective Services (DFPS) to provide intensive support for families with a child or adolescent at risk of being legally removed due to mental health needs. This Statement of Work outlines local requirements for participation in this project.

SECTION II. GRANTEE RESPONSIBILITIES

- A. Grantee shall provide assessment, track treatment progress, participate in discharge planning, and provide outpatient services to children who are referred by the HHSC, or its designee, for placement in a residential treatment center (RTC) funded by the HHSC. Children referred for assessment are those whose legally authorized representative (LAR) cannot access medically indicated RTC placement due to exhausting their available resources and is at risk of parental custody relinquishment to DFPS solely to obtain mental health services for their child.
- B. Provision of Services:
Grantee shall:
1. Designate an RTC liaison as the point of contact responsible for these objectives.
 2. Referral and Assessment. Provide assessment to children referred for RTC services. A referral for assessment may be received from HHSC, DFPS or from a child's LAR.
 - a. Schedule an intake assessment as soon as possible, but no later than two business days.
 - i. Administer a complete uniform assessment (UA), including the Child and Adolescent Needs and Strengths (CANS) assessment, 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>, by a Licensed Practitioner of the Healing Arts (LPHA) or Qualified Mental Health Professional – Community Services (QMHP-CS), as defined in Title 26 Texas Administrative Code §301.303.
 - ii. Administer the CANS for those children currently receiving services from Grantee who are referred for RTC services through these placement funds.
 - b. Notify the HHSC RTC Coordinator (RTCC) of the assessment results and provide a copy of the CANS by close of business of the following business day.
 - c. Provide crisis services to any child whose assessment and presentation indicate the need for such services at the time of the assessment.
 3. Service Provision. Grantee shall offer clinically appropriate services to all children who are referred for RTC services.
 - a. When CANS scores do not indicate residential treatment as an appropriate Level of Care (LOC), Grantee shall:
 - i. Offer services and enter the child into the appropriate LOC indicated by CANS scores for the Medicaid eligible child and family; or

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- ii. Offer services at the appropriate LOC indicated by CANS scores or the next most intensive LOC in which service capacity exists to the child and family who is not Medicaid eligible; or
 - iii. Offer services at the appropriate LOC when the LAR's preference is for LMHA/LBHA outpatient services.
 - b. When CANS scores indicate residential treatment as an appropriate LOC, Grantee shall:
 - i. Provide the family information and support in referring to and accessing Youth Empowerment Services (YES) Waiver and offer the child and family Wraparound services in
 - a) LOC-4 Intensive Family Services; or
 - b) YES Waiver when the child is eligible; or
 - ii. Offer the child and family the most intensive LOC in which there is capacity to serve when the child is not Medicaid eligible.
 - c. Offer Family Partner services from the Grantee to provide engagement activity services and skills training and development to the LAR, at least once a month, based upon the family's preference.
 - d. When appropriate, request a local Community Resource Coordination Group (CRCG) staffing at the earliest possible date for the child who is referred for RTC services. If a CRCG meeting is held, attend the staffing in person or by telephone.
4. Placement Packet. When CANS scores indicate residential treatment as an appropriate LOC, Grantee shall provide assistance to the child's family in completing the RTC placement packet.
 - a. Common Application. Grantee shall provide assistance to the child's family in completing the RTC common application.
 - b. Psychological Evaluation. Grantee shall assist the family to obtain a psychological assessment that includes both clinical and functional needs, including intelligent quotient score, for the child within 30 days, if an assessment has not been completed in the past 12 months.
 - i. If a psychological assessment has been completed in the past 12 months, obtain a copy to be included in the RTC placement packet.
 - c. Parental Authorization of Understanding. Grantee shall ensure a Parental Authorization of Understanding form is signed by the child's LAR.
5. Identification of RTC placement. Grantee shall collaborate with the HHSC RTCC to assist the family in identifying an approved RTC that is the best match for the child and family. When determining the best match, factors that should be considered include the availability of services, needs of the child and family, and proximity of the RTC.
6. Coordination with RTC. Grantee shall collaborate with the RTC to provide ongoing treatment and support for the child and family.
 - a. Upon admission to an RTC, complete the CANS assessment to enroll the child in LOC-RTC within 14 calendar days. If the child is placed in an RTC outside of the LMHA service area, ongoing diagnostic assessments may be provided by phone, utilizing data collected from the child, child's LAR, and child's RTC therapist.
 - b. Coordinate with the RTC to develop a recovery plan that focuses on a six-month timeframe for treatment. A longer length of stay may be approved based upon the child's clinical need and in collaboration with the Recovery Team, including the

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RESIDENTIAL TREATMENT CENTER INTEGRATION (MH/RTCI), VERSION 1

- family.
- c. Communicate at least weekly with the child’s case manager at the RTC regarding progress toward discharge and reunification of the child with their LAR.
 - d. Complete the HHSC-approved monthly report, incorporated by reference and posted at: <https://www.hhs.texas.gov/laws-regulations/forms/2000-2999/form-2817-local-mental-health-authority-lmha-or-local-behavioral-health-authority-lbha-monthly> and submit to HHSC no later than the 5th business day of each month for the month prior.
 - e. Participate in monthly Recovery Team meetings at the RTC for the placed child to adequately follow recovery progress and prepare for discharge and re-engagement in Grantee’s services.
 - f. Participate in a transition planning meeting with the Recovery Team when the child’s recovery team determines that the child clinically is ready for discharge.
 - i. The child may remain in treatment in the RTC if other arrangements are made and agreed upon by the family/guardian and any party or payor other than HHSC.
 - ii. In the event that the child is determined to be clinically eligible for return to the community, but the parent/guardian refuses to accept the child into the home, DFPS will assume responsibility for case coordination. Grantee will participate in any subsequent meetings with DFPS and HHSC to ensure coordination of care if the child returns to the home community.
7. Participate in discharge planning. Grantee shall participate in the discharge and transition planning process to ensure coordination of care when the child returns to the home community.
- a. Provide the family information about how to access YES Waiver services at least 30 calendar days prior to the child’s scheduled discharge date. Provide the family with information about all other children’s mental health services offered at the LMHA/LBHA.
 - b. Coordinate with the family to schedule a discharge follow-up appointment to administer a UA that includes the CANS assessment. This appointment must occur within seven days of discharge from the RTC.
 - i. Schedule an appointment to ensure the child meets with a physician or designee authorized by law to prescribe needed medications within seven days of discharge from the RTC.
 - ii. Upon return to the community, offer services for the child in YES Waiver or LOC-4 Intensive Family Services to facilitate the maintenance of recovery goals and to minimize return to an RTC.
 - c. Provide HHSC and the RTC with a list of the planned array of services the child will receive from the Grantee prior to the child’s discharge. This information should be included by the RTC on the child’s discharge summary.
- C. Meeting Criteria for Residential Treatment Using the CANS
- The following scores on the Uniform Assessment may indicate a need for placement in a residential treatment facility:
1. Considerations for Alternative Treatment
 - a. If the child is rated as a “2” or “3” within the CANS Medical, Life Functioning Domain, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental->

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- [health-authorities/child-adolescent-needs-strengths-assessment](#), the child should be evaluated to determine if medical stability exists and the child does not require 24-hour medical/nursing care.
- b. If the child is rated as a “3” within the CANS Substance Use, Life Functioning Domain, the child should be referred to substance abuse treatment services to rule out the need for residential treatment in a substance abuse treatment facility.
 - c. Prior to considering residential treatment, a child scoring a “3” on the following three CANS assessment items should be evaluated to rule out immediate hospitalization:
 - 1) Suicide Risk;
 - 2) Self-Mutilation; and
 - 3) Danger to Others.
2. Considerations for Residential Treatment
- a. Two of the following three CANS assessment items must be scored at a 2 or 3:
 - 1) Living Situation= 2 or 3: The child has profound problems with functioning in current living situation. Child is at immediate risk of being removed from living situation due to his/her behaviors.
 - 2) Involvement with Care= 2 or 3: Caregiver wishes for child to be removed from their care. (The reason for wanting the child removed may be to access residential treatment services through DFPS.)
 - 3) Family Stress= 2 or 3: Caregiver is unable to manage the stress associated with child/children’s needs. This stress prevents caregiver from parenting.
 - b. In addition to meeting the criteria above, one of the following criteria must be met:
 - 1) Criterion 1: Two or more scores of “3” OR three or more scores of “2” on the following CANS assessment items:
 - Psychosis
 - Impulse/Hyperactivity
 - Depression
 - Anxiety
 - Oppositional
 - Conduct
 - Anger Control
 - Relationship Permanence
 - 2) Criterion 2: At least one “3” among the following CANS assessment item risk behaviors:
 - Suicide Risk: NOTE: This score indicates crisis.
 - Self-Mutilation: NOTE: This score indicates crisis.
 - Other Self Harm: NOTE: This score indicates crisis.
 - Danger to Others: NOTE: This score indicates crisis.
 - Sexual Aggression
 - Fire Setting
 - Delinquency
 - 3) Criterion 3: Three or more ratings of “2 or 3” among the following CANS assessment item risk behaviors.
 - Suicide Risk
 - Self-Mutilation
 - Other Self Harm

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- Danger to Others
- Runaway
- Sexual Aggression
- Fire Setting
- Delinquency
- Judgment
- Social Behavior
- Bullying

SECTION III. PERFORMANCE MEASURES

HHSC will use the terms of this Statement of Work for following performance measures to assess Grantee's effectiveness in providing the services described in Statement of Work:

Grantee shall:

- A. Designate an RTC Liaison as the single point of contact and notify the HHSC RTCC in writing, at RTCProject@hhs.texas.gov, of the person's name and contact information no later than five business days after execution of this contract. If the single point of contact changes, Grantee shall notify the HHSC RTCC in writing, at RTCProject@hhs.texas.gov, no later than five business days after making the change.
- B. Administer the uniform assessment, including the CANS, to the referred child no later than 48 hours after being contacted by the HHSC RTCC. This is to be administered by a Licensed Practitioner of the Healing Arts or Qualified Mental Health Practitioner. Score the CANS using the criteria outlined in Section II.C. Notify the HHSC RTCC by email, at RTCProject@hhs.texas.gov, of the qualifications of the administrator, assessment date, and results by close of business the following business day. Submit a copy of the CANS by email to the HHSC RTCC by close of business on the business day following the assessment.
- C. Notify the HHSC RTCC by email, at RTCProject@hhs.texas.gov, by close of business the following business day if the uniform assessment indicates a child is in crisis. Include the qualifications of the administrator, assessment date, and crisis services being provided.
- D. Offer services as described in Sections II.B.3 within ten business days to the child and family when CANS scores do not indicate residential treatment as an appropriate LOC, and to the child who meets RTC criteria, but parent/guardian preference is for LMHA/LBHA outpatient services. Notify the HHSC RTCC by email, at RTCProject@hhs.texas.gov, no later than five business days after the family provides a response, including the date services were offered, the family's response and the date the response was made, the start date of services if the family agrees to receive services, and the LOC to be provided.
- E. If a CRCG meeting is held for a child, attend the staffing in person or by phone, and notify the HHSC RTCC by email, at RTCProject@hhs.texas.gov, of the CRCG's recommendation by close of business the following business day.

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- F. Offer services as described in Sections II.B.3 within ten business days to the child and family. Notify the HHSC RTCC by email, at RTCProject@hhs.texas.gov, no later than five business days after the family provides a response, including the date services were offered, the family's response and the date the response was made, the start date of services if the family agrees to receive pre-placement services, and the LOC to be provided.
- G. Assist the family to complete the RTC common application within ten business days of being approved for a System Agency funded RTC placement. Obtain a psychological assessment for the child within 30 calendar days, if one is not present from within the past 12 months. If a psychological assessment from the past 12 months is available, obtain a copy to be included in the RTC application packet. Notify the HHSC RTCC by email, at RTCProject@hhs.texas.gov, when the family's RTC application packet is complete and email, at RTCProject@hhs.texas.gov, the documents to the HHSC RTCC.
- H. Within 14 calendar days of the child's admission to the RTC, enroll the child in LOC-RTC. If the child is placed in an RTC outside of the LMHA service area, ongoing diagnostic assessments may be provided by phone, utilizing data collected from the child, child's LAR, and child's RTC therapist.
- I. Attend, in person or by phone, recovery planning and review meetings with the RTC every month. Notify by email, at RTCProject@hhs.texas.gov, the HHSC RTCC no later than the close of business the following business day regarding the outcome of the meetings.
- J. Communicate at least bi-weekly with the child's Case Manager at the RTC regarding progress toward discharge and reunification. Complete and send the progress report via email, at RTCProject@hhs.texas.gov, to the HHSC RTCC on a monthly basis.
- K. Assign the Family Partner to provide engagement activity services and skills training and development to the parents/guardians at least twice a month and more if necessary, to prepare the family for reunification. Provide updates about progress with the parents/guardians by email, at RTCProject@hhs.texas.gov, or telephonically to the HHSC RTCC when requested.
- L. Attend, in person or telephonically, meetings organized by the HHSC RTCC to discuss the child's progress or potential discharge.
- M. Schedule a discharge follow-up appointment, including administration of a UA with the CANS assessment, to occur within seven days of the child's discharge from the RTC.
- N. Schedule an appointment for the child and family to meet with a physician or designee authorized by law to prescribe needed medications within seven days of discharge from the RTC. Notify the HHSC RTCC by email, at RTCProject@hhs.texas.gov, of the date on which the meeting took place no later than close of business of the day following the appointment.
- O. Provide by email, at RTCProject@hhs.texas.gov, to the HHSC RTCC a list of the planned array of services the child will receive from the Grantee in YES Waiver or LOC-4 Intensive Family Services no later than one week prior to the child's scheduled discharge date.

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- P. When requested, provide to the HHSC RTCC by email, at RTCProject@hhs.texas.gov, or phone progress reports of the transitional outpatient services the child is receiving from the Grantee.

SECTION IV. PAYMENT METHOD

HHSC Payments to Grantee: The expected average length of stay in RTC services through these placement funds is six months. When a child is successfully discharged earlier than six months, the child may be in need of more intensive transition services from the Grantee. When the Grantee meets the terms of this Statement of Work up to the child's discharge date and the child is successfully discharged in less than six months, HHSC will pay the Grantee 10% of the monthly amount saved based on a six month average length of stay to assist the Grantee to provide transitional outpatient services to the child. If the Grantee continues to meet Performance Measures while providing outpatient services to the child, HHSC will pay the Grantee up to an additional 40% of the monthly amount saved, up to the first six months, contingent upon amount and availability of such funding at the end of the State fiscal year.

SECTION V. 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A09
RESIDENTIAL/TRANSITION PROGRAM CONTRACT MANAGEMENT
(MH/RTPCM), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

ATTACHMENT A10
SUPPORTIVE HOUSING RENTAL ASSISTANCE PROJECT (MH/SHR), VERSION 1

CONTRACT NO. HHS001324500001

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

The Supportive Housing Rental Assistance (SHR) Project assists those, 18 or older and who are at high risk of becoming homeless, find affordable housing with the goal of obtaining skills required to maintain housing and live independently.

SECTION I. GRANTEE RESPONSIBILITIES

A. Components of Program

Grantee's operation of the Supportive Housing Rental Assistance Project shall include:

1. Up to 12 months of rental assistance, utility assistance, necessary deposits, and moving expenses as specified in this Statement of Work;
2. Ongoing clinical services for project participants through Texas Resilience and Recovery;
3. Supportive housing services using the Substance Abuse and Mental Health Service Administration's (SAMHSA) Permanent Supportive Housing Evidence-Based Practices (EBP) Toolkit, which is incorporated by reference and can be found at:
<http://store.samhsa.gov/product/Permanent-Supportive-Housing-Evidence-Based-Practices-EBP-KIT/SMA10-4510>.

B. Program Design

Grantee shall:

1. Establish, expand, or enhance supportive housing services to persons who are homeless or at-risk of becoming homeless, and authorized for Adult Levels of Care (LOC) 1-5, Early Onset, or Transition Age Youth with a priority being given to those individuals transitioning from HHSC-funded psychiatric beds;
2. Provide rental assistance (up to 12 months), utility assistance, necessary deposits, and moving expenses to persons who are homeless or at-risk of becoming homeless, and authorized for Adult LOC 1-5, Early Onset, or Transition Age Youth where at least 10% of individuals receiving assistance are referrals from HHSC-funded psychiatric beds;
3. Provide assistance locating and maintaining safe and affordable housing according to SAMHSA's Permanent Supportive Housing Toolkit, incorporated by reference and posted at: <https://store.samhsa.gov/product/Permanent-Supportive-Housing-Evidence-Based-Practices-EBP-KIT/SMA10-4509>;
4. Provide services utilizing the following 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>:
 - a. Assertive Community Treatment: SAMHSA Assertive Community Treatment;
 - b. Counseling: Cognitive Behavioral Therapy;
 - c. Psychosocial Rehabilitation: SAMHSA Illness Management and Recovery;
 - d. Supported Employment: Dartmouth Psychiatric Research Center – Individual; Placement and Support or SAMHSA Supported Employment; and
 - e. Supported Housing: SAMHSA Permanent Supported Housing;
5. Never use unlicensed boarding home facilities, as defined in Texas Health and Safety Code, Chapter 260 *et seq.*, or other facilities that are operating without appropriate licensure or certification;

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SUPPORTIVE HOUSING RENTAL ASSISTANCE PROJECT (MH/SHR), VERSION 1

6. Develop a transition plan that evaluates in specific terms *how* each individual will secure and maintain permanent housing once this funding ends. Transition plan must include, at a minimum, the following information:
 - a. A plan to transition to affordable housing and/or permanent supportive housing programs:
 - (1) Grantee shall provide rental assistance, not to exceed 12 months at a rate that does not exceed the Fair Market Rent established by The United States Department of Housing and Urban Development (HUD), as provided under 24 CFR part 888;
 - (a) With prior approval from HHSC, Grantee may exceed this cap for individuals with unique circumstances. Requests shall be submitted on the Extension Request Form to performance.contracts@hhsc.state.tx.us, the Housing Subject Matter Expert, and HHSC Contract Manager.
 - b. Availability of existing local housing resources (i.e., Tenant-Based Rental Assistance (TBRA), such as Housing Choice Vouchers and Section 811 Project-based Rental Assistance (PBRA), and whether the individual is eligible for such housing;
 - c. Assessment of unique housing barriers including, but not limited to a: criminal record, poor credit, housing history issues (non-payment of rent, lease violations), and back utility bills and plan(s) to mitigate issues;
 - d. The estimated length of time it would take for the individual to access permanent housing resources; and
 - e. Should the individual not be eligible for subsidized housing resources, develop a plan to maintain housing with individual's personal, or other, financial resources.
7. Connect clients with any available housing resources, employment services, and/or provide assistance obtaining benefits, as needed, to support a successful individual transition plan;
8. Provide ongoing coordination with other services and providers as needed to support Project Participants' success of being able to sustain rental payments without SHR project assistance. This includes coordination with substance use disorder treatment providers and programs serving those with criminal justice involvement;
9. Actively participate in community efforts related to housing such as joining the Local Homeless Coalition if one is present;
10. Actively pursue increased housing resources for project participants through partnerships with local Public Housing Authorities (PHAs), non-profit and for-profit affordable housing developers, owners and/or their property managers, and others;
11. Meet the following established service targets and expenditure benchmarks:
 - a. Service Targets
 - (1) Grantee shall serve the following number of clients during each state fiscal year, beginning September 1st and ending August 31st: 25
 - (2) Rental assistance: not to exceed a total of 12 months
 - (3) Deposits: not to exceed one-time rental deposit and potentially multiple utility deposits. This includes water, gas, electricity. It does not include other deposits, such as cable or internet
 - (4) Utility Assistance: not to exceed 12 months
 - (5) Move-in Expenses: one-time as needed, which may include, but not limited to truck rental, moving company, and payment of temporary storage fees for up to 3 months

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- b. Expenditure Benchmark: Expend a minimum of 25% of the Fiscal Year (FY) allocation each quarter. Grantee will have dollars permanently removed from the project budget and re-allocated to new project sites or existing sites if benchmarks are not achieved.
12. Ensure all deposit dollars expended and returned are reinvested in the SHR project.
- C. Applicable Statutes and Rules
1. Grantee shall comply with the rules and statutes set forth in this subsection and require the same of all its vendors and subrecipient contractors.
 2. Grantee, vendor or subrecipient operating as a mental health treatment provider shall comply with applicable standards for mental health providers contained in the following Texas Administrative Code (TAC) chapters and/or subchapters:
 - a. 25 TAC 404, Subchapter E, Rights of Persons Receiving Mental Health Services.
 - b. 26 TAC 201, Subchapter G, Mental Health Community Service Standards.
 - c. 25 TAC 415, Subchapter F, Interventions in Mental Health Services.
 - d. 26 TAC 306, Subchapter F, Mental Health Rehabilitative Services.
 3. Grantee, vendor or subrecipient operating as a substance use treatment provider shall comply with applicable standards for substance abuse treatment providers contained the following TAC chapters and/or subchapters.
 - a. 25 TAC 441, Subchapter A, Definitions.
 - b. 25 TAC 448, Subchapter B, Standard of Care Applicable to All Provider.
 4. Grantee, vendor or subrecipient operating as a housing provider in the supportive housing portion of the program, shall maintain compliance with the following federal and state housing laws.

Federal Laws:

 - a. The Fair Housing Act, https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview.
 - b. Fair Housing Act Nondiscrimination Requirements Related to Disability, https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview.
 - c. Section 504 of the Rehabilitation Act of 1973, <https://www.dol.gov/agencies/oasam/centers-offices/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973>.
 - d. Title VI of the Civil Rights Act of 1964, <https://www.hhs.gov/civil-rights/for-individuals/special-topics/needy-families/civil-rights-requirements/index.html>.
 - e. Americans with Disabilities Act (ADA), <https://www.ada.gov/>.
 - f. Age Discrimination Act of 1975, <https://www.dol.gov/general/topic/discrimination/agedisc#:~:targetText=The%20Age%20Discrimination%20Act%20of,that%20meet%20the%20Act's%20requirements..>

State Laws:

 - g. Texas Property Code, Chapter 92, Residential Tenancies, <https://statutes.capitol.texas.gov/Docs/PR/htm/PR.92.htm>.
 5. Any entities with whom the Grantee has entered into a written vendor and/or subrecipient contract shall have documentation of compliance from the applicable regulatory agencies

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that establish and maintain client safety, the rights and benefits of individuals who participate in their program, or who are offered service.

D. Program Reporting

Grantee shall:

1. Complete and submit Form H, Supportive Housing Rental Assistance Project Report, to HHSC in accordance with the timeframes specified in Information Item S, both of which are 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. Follow the submission schedule and reporting requirements for financial information in Client Assignment and Registration System (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>; and
3. Report service delivery using procedure codes data in the current version of Mental Health Service Array (Info Mental Health Service Array Combined) which can be found in the Mental and Behavioral Health Outpatient Warehouse (MBOW), in the CA General Warehouse Information, Specifications subfolder, incorporated by reference and posted at: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>.

E. Quality Assurance

Grantee shall:

1. Develop and implement written policies and procedures outlining how Grantee will comply with the terms and conditions of this Statement of Work including monitoring of expenditures, ensuring quality care and client satisfaction; and
2. Incorporate oversight of this Statement of Work into its overall Quality Management Plan to measure compliance, and client and local stakeholder satisfaction; and
3. Submit its Quality Management Plan to HHSC upon request.

SECTION II. PERFORMANCE MEASURES

The terms of this Statement of Work, including the following performance measures, will be used to assess Grantee's effectiveness in providing the services described in this Statement of Work. Grantee shall submit the following for quarterly reports:

1. Grantee shall electronically submit to HHSC Form H, Supportive Housing Rental Assistance Project Report, in accordance with Information Item S, both of which are 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 Form H report shall include project data on:

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- a. Description of participation in community efforts related to housing such as local Continuums of Care and local homeless coalitions (Quarter 1, or September 1st through November 30th, only);
 - b. Number of new housing resources identified and/or procured for project participants (Quarter 1, or September 1st through November 30th, only);
 - c. Description of overall coordination efforts and client-specific coordination with other services and providers, including substance use providers and programs serving those in the criminal justice system (Quarter 1, or September 1st through November 30th, only);
 - d. Number of adults authorized for LOC 1-5, Early Onset, or Transition Age Youth receiving through the Supportive Housing Rental Assistance Project in totality and by assistance type;
 - e. Description of overall coordination efforts and client-specific coordination with other services and providers, including substance use providers and programs serving those in the criminal justice system;
 - f. Number of individuals residing in each type of SHR project-funded housing options;
 - g. Number of individuals who are no longer receiving SHR project assistance;
2. Grantee shall submit Form P – Budget in accordance with Information Item S, Submission Calendar, both of which are 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>.

SECTION III. PAYMENT METHOD

Quarterly Allocation

SECTION IV. BUDGET

After notifying HHSC's Contract Manager of the transfer, Grantee may, without HHSC prior approval, transfer money between budget categories of within this Statement of Work subject to the following terms:

1. No program budget category transfer or cumulative transfers may exceed 25% of the total value of this Statement of Work or \$100,000, whichever is less;
2. Grantee shall request prior written approval from HHSC if the budget transfer(s) exceed(s) \$100,000, alone or cumulatively;
3. A formal contract amendment is required if the budget category transfer(s) or cumulative transfers exceed(s) 25% of the value of this Statement of Work; or
4. Grantee shall receive HHSC prior approval for budget transfers amongst more than one program

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SECTION V. FUNDING

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

SECTION VI. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE

Unless 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A11
VETERANS SERVICE PROGRAM (MH/VET), BASIC VERSION 1**

**CONTRACT NO. HHS001324500001
GRANTEE: ABILENE REGIONAL MHMR CENTER D\B\A BETTY HARDWICK
CENTER**

HHSC and the Texas Veterans Commission partner to administer the Mental Health Program for Veterans, which provides peer-to-peer counseling to service members, veterans and their families through local mental health authorities and local behavioral health authorities across the state.

SECTION I. GRANTEE RESPONSIBILITIES:

Specific deliverables for the Mental Health Program for Veterans (MHPV) are implemented through this Statement of Work (SOW) which enhances access to, awareness of, connection to services and resources for trauma-affected military service members, veterans and their families (collectively, "SMVF").

- A. Texas Health and Human Services Commission (HHSC) administers this SOW in coordination with the Texas Veterans Commission (TVC). Through this SOW, local mental health authorities/local behavioral health authorities (LMHAs/LBHAs) employ or contract for a Peer Service Coordinator (PSC) to implement local networks of the Military Veteran Peer Network (MVPN) which:
 1. Provide direct peer-to-peer services to trauma-affected military SMVF;
 2. Train MVPN peer volunteers, the SMVF community, and communities at-large on the issues and impacts of military-related traumas using TVC-developed curriculum approved by HHSC;
 3. Assist SMVF to identify and access appropriate, culturally competent mental health services, including access to licensed mental health professionals (LMHPs) and supportive services within their service coverage area;
 4. Make referrals to community-based resources, programs, and activities which provide health-focused supportive services; and
 5. Provide peer-to-peer services to justice-involved veterans (JIV) who may be impacted by military-related traumas.

- B. Grantee shall achieve the objectives of the MHPV, specifically stated in Section I(C)(1-6) in this Statement of Work, by hiring or contracting for services from at least one MVPN PSC. LMHA/LBHA-employed or -contracted PSCs are trained and certified by TVC's Veteran Mental Health Department (VMHD) using curriculum approved by HHSC to achieve the deliverables of this SOW. The PSC shall serve 40 hours per week exclusively to achieve the objectives of the program as below in Section I.C(1-6), Program Design and Objectives. The PSC's base of operations should be a site selected by agreement between Grantee and the PSC. As a best practice, the site should:
 1. Be a Peer Networking Center, which is a facility that the PSC determines SMVF would likely be comfortable visiting; and
 2. Be near or co-located with one or more of the following: County Veteran Service Officers (CVSOs), TVC representatives, or Texas Workforce Commission (TWC) Veterans Resource & Referral Specialists.

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C. Program Design and Objectives

1. The Grantee shall ensure the program enhances and expands access to, awareness of, and connection to services and resources for trauma-affected military SMVF, including peer-to-peer counseling services.
2. The Grantee shall train MVPN peer volunteers, the SMVF community, and communities at-large on the issues and impacts of military-related traumas using TVC-developed curriculum approved by HHSC. To train listed personnel and entities, Grantee shall, within its local service area:
 - a) Coordinate or conduct trainings using TVC-developed curriculum approved by HHSC, incorporated by reference and posted at: <https://www.milvetpeer.net/>, to educate SMVF and the community on military-related traumas and associated mental health impacts;
 - b) Coordinate or conduct trainings on veteran suicide prevention topics and tools; and
 - c) Coordinate with the local Mental Health First Aid Coordinator for delivery of Mental Health First Aid-Veterans (MHFA-V) module to educate SMVF and the community on mental health conditions and their symptoms with veteran-specific information.
3. The Grantee shall assist SMVF to identify and access appropriate mental health services, including access to LMHPs and supportive mental health services within their local service coverage area. To enhance access to appropriate services, Grantee shall coordinate with, collaborate with, and make appropriate and necessary referrals to the following organization:
 - a) Veterans Health Administration (VA) LMHPs;
 - b) Veteran Counselors at select LMHA/LBHA pilot sites;
 - c) Community-based LMHPs trained to serve trauma affected military SMVF;
 - d) VA-funded Vet Centers;
 - e) Substance-use-disorder treatment centers; and
 - f) Suicide and crisis-intervention centers and organizations.
4. The Grantee shall make referrals to local community-based resources, programs, and activities which provide mental health-focused supportive services. Grantee shall coordinate with, collaborate with, and make referrals to local organizations with activities which may include:
 - a) VA hospital systems, clinics, and Vet Centers;
 - b) CVSO, TVC, and TWC representatives;
 - c) TexVet.org;
 - d) Programs focused on veteran-suicide awareness and prevention;
 - e) Programs for substance-use screening, assessment, and treatment;
 - f) Programs that support veteran housing and employment;
 - g) Programs that support veterans who are women;
 - h) Community-based veteran peer networking centers; and,
 - i) Programs that support veterans in rural areas (if applicable to the Grantee's service area).

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5. The Grantee shall provide peer-to-peer services to JIV who may be impacted by military-related traumas. Grantee shall coordinate for and deliver direct peer services to JIV and participate in JIV initiatives and programs which may include:
 - a) Local municipal law enforcement agency initiatives for JIV;
 - b) County jail diversion programs for veterans;
 - c) County or regional veteran treatment courts;
 - d) State jail and/or prison re-entry programs for veterans; and
 - e) Incarceration-based in-reach programs for JIV implemented by HHSC, TVC, Texas County Jails, the Texas Department of Criminal Justice (TDCJ), and the Federal Bureau of Prisons.

6. Grantee shall, at a minimum:
 - a) Ensure the PSC and trained peers deliver direct peer services for the purposes of this SOW including:
 - 1) One-on-one peer counseling;
 - 2) SMVF peer group participation and facilitation;
 - 3) Referral to mental health services provided by military-trauma informed LMHPs;
 - 4) Referral to community-based organizations for mental health supportive services; and
 - 5) Maintain a record of direct peer service delivery by the PSC and trained peers.
 - b) Coordinate, promote awareness of, and conduct no fewer than three MVPN Basic Trainings per quarter (Quarter 1 begins September 1st and ends November 30th, Quarter 2 begins on December 1st and ends on February 28th of 29th during leap years, Quarter 3 begins on March 1st and ends on May 31st, and Quarter 4 begins on June 1st and ends on August 31st) of each State Fiscal Year (SFY) for SMVF peers, community members and LMHPs to be trained by TVC-certified MVPN Basic Trainers by:
 - 1) Scheduling and posting trainings on the TVC-provided Platform for Peers and Providers, incorporated by reference and posted at:
<https://www.milvetpeer.net/>;
 - 2) Registering participants on the TVC-provided Platform for Peers and Providers;
 - 3) Maintaining local training attendance rosters; and
 - 4) Submitting training completion rosters to VMHD staff.
 - c) Ensure the PSC and trained peers refer trauma affected military SMVF seeking mental health services to appropriate, culturally competent providers including:
 - 1) VA LMHPs;
 - 2) Staff, contracted Veteran Counselors or LMHPs trained to serve trauma affected military SMVF; and
 - 3) Community-based LMHPs trained in military-related trauma.
 - d) Maintain, and provide to upon HHSC's or TVC's request a list of trained volunteer SMVF peers, community members and LMHPs;
 - e) Ensure PSC coordinates locally for the delivery of MHFA-V, as trained by TVC's VMHD;

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- f) Ensure the PSC maintains records of contacts, or contact attempts, with each trained volunteer SMVF peer. Contact must be attempted at least once per month;
 - g) Cooperate with HHSC and VMHD requests for information related to local delivery of mental health services, mental health supportive services, and activities of the program;
 - h) Verify that the activities listed in Sections I.C(2-5) and (6)(a-d) are documented and submitted as required by Section II of this Statement of Work, Performance Measures; and
 - i) Maintain a local MVPN site on TVC's Platform for Peers and Providers and include an MVPN banner on the Grantee's website, hyperlinked to the local MVPN site on TVC's Platform for Peers and Providers.
7. Grantee shall participate in technical assistance and training as required by HHSC:
- a) Ensuring PSCs and (when requested by HHSC) local program supervisors participate in statewide and regional trainings and meetings led by HHSC and/or VMHD staff for the following purposes:
 - 1) Certification, continuing education, and recertification training for PSCs;
 - 2) Sharing of information regarding the activities of the MHPV; and
 - 3) Sharing of information regarding evidence-based practices to enhance MVPN peers' ability to meet the deliverables of this SOW.
 - b) Maintaining TVC-managed certification of no less than two Grantee staff personnel or volunteer peers as trainers of MVPN Basic Training (the TVC-developed curriculum approved by HHSC for delivery to volunteer SMVF peers, LHPs, and community members);
 - c) Participating in HHSC-provided and approved surveys, program assessments, interviews, focus groups, and workgroups, in order to evaluate Grantee's ability to accomplish the deliverables of this SOW; and
 - d) Participating in HHSC-provided and approved initiatives to drive efficiencies in program performance.

D. Peer Service Coordinator:

Grantee shall hire or contract for a PSC. This PSC is a 1.0 Full Time Equivalent (FTE), dedicating, at minimum, 40 hours per week exclusively to achieve the objectives of the program found in Section I.C(1-6) of this Statement of Work. Grantee shall monitor and verify their PSC focuses on training Peers in MVPN Basic Training, providing direct peer services, and, where appropriate, organizing and directing trained Peers to provide direct Peer services to trauma-affected military SMVF. Grantee shall verify their PSC's skills and experience include the following:

- 1. Experience as a SMVF;
- 2. Completion of TVC-delivered PSC certification training within six months of hire;
- 3. Demonstrated leadership skills;
- 4. Demonstrated ability to use limited resources to achieve objectives;
- 5. Knowledge about community resources and services;
- 6. Experience in a volunteer-focused program;
- 7. Demonstrated public speaking/presentation ability; and

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8. Training in suicide-risk behavior identification and suicide prevention (*e.g.*, Columbia Suicide Severity Rating Scale, Applied Suicide Intervention Skills Training, Ask About Suicide to Save a Life) within six months of hire.
- E. Single Point of Contact:
Grantee shall designate a single point of contact, other than the PSC to receive and transmit information required for effective implementation and monitoring of the Program (Veteran Service Program Coordinator). Grantee shall inform HHSC of a change in their single point of contact no later than ten calendar days after the single point of contact changes.
- F. Project Implementation Plan:
Grantee shall use the HHSC-authorized template provided by TVC to submit to HHSC's Contract Manager its written Program Implementation Plan, which includes, at a minimum, the following elements for each SFY:
1. Activities for organizing veteran peer-to-peer counseling and services under the terms of this Statement of Work;
 2. Tactics for enhancing collaboration by the local MVPN Program with Veteran Counselors, LMHPs trained in military-related trauma, CVSOs, TVC, and TWC;
 3. Tactics that Grantee will use to generate and disseminate information about the local MVPN Program and its related activities for use by news services, print, broadcast, and social media;
 4. MVPN descriptions, including the MVPN benefits statement ("Trust, Camaraderie, Hope"), and materials to be distributed by Grantee at events;
 5. A Uniform Resource Locators (URLs) list of Grantee's website where the MVPN-hyperlinked banner is located;
 6. A timeline for task(s) to be accomplished and persons or entities responsible for each task; and
 7. Anticipated outcomes and objectives.
- G. Project and Fiscal Reporting
Grantee shall:
1. Follow the Information Item S, Submission Calendar, and reporting requirements for financial information in Client Assignment and Registration System (CARE) Report III, both of which are 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. On or before the due date, develop and submit an annual budget for the MVPN Program. Grantee shall electronically submit the annual budget using the Budget Schedule Form P, 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>, directly to HHSC's Contract Manager at performance.contracts@hhsc.state.tx.us in MS Excel XLS or XLSX format. Adobe

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PDF files or scans of handwritten forms will not be accepted. Grantee will copy submission of the annual budget to mhvp@hhs.texas.gov;

3. On or before each due date, develop and submit SFY quarterly expenditure reports for the MVPN Program. Grantee shall electronically submit quarterly expenditure reports using Form V-Veteran Expenditures, 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>, to HHSC's Contract Manager at performance.contracts@hhsc.state.tx.us in MS Excel XLS or XLSX format. PDF files or scans of handwritten forms will not be accepted. Grantee will copy submission of quarterly expenditure reports to mhvp@hhs.texas.gov;
4. On or before the due date, develop and submit an annual Project Implementation Plan identified at Section I.F in this Statement of Work for the MVPN Program. Grantee shall electronically submit the Project Implementation Plan to HHSC's Contract Manager at: performance.contracts@hhsc.state.tx.us in Microsoft Office Word format. Adobe PDF files are acceptable. Scans of handwritten forms will not be accepted. Grantee will copy submission of the implementation plan to mhvp@hhs.texas.gov and mvpn.reports@tvc.texas.gov; and
5. On or before each due date, Grantee shall electronically submit verification of the SFY quarterly performance numbers reported through MVPN Digital Reporting Tools. Grantee shall electronically submit the verification via email, attaching the information being verified attached to HHSC's Contract Manager to: performance.contracts@hhsc.state.tx.us, mhvp@hhs.texas.gov, and mvpn.reports@tvc.texas.gov.

SECTION II. PERFORMANCE MEASURES

HHSC will use the following performance measures, along with any additional terms of this Statement of Work, to assess Grantee's effectiveness in providing the services required within this Statement of Work:

- A. Grantee shall designate a single point of contact, other than the PSC (Veteran Service Program Coordinator) and notify HHSC, in writing, of the person's name and contact information no later than 10 business days after execution of this Contract. If the single point of contact changes, Grantee shall provide written notification to HHSC no later than 10 business days after making the change.
- B. Grantee shall inform HHSC about the hiring of or contracting with any PSCs (*see* Section I.D.) within 10 business days after Grantee's PSC has been hired or contracted. Grantee shall inform HHSC's Contract Manager about any staffing changes regarding the PSCs no later than 10 business days after the changes are made.
- C. Grantee shall, on or before the due date in accordance with 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->

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[contracts](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts), develop and submit an SFY budget for the MVPN Program. Grantee shall electronically submit the SFY budget using the Budget Schedule Form P, 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 MS Excel XLS or XLSX format. Adobe PDF files or scans of handwritten forms will not be accepted.

- D. Grantee shall, on or before the due date, in accordance with the submission calendar, develop and submit an annual Project Implementation Plan identified (*see* Section I.F., above) for the MVPN Program. Grantee shall electronically submit the Project Implementation Plan, as noted in Section I.F, in this Statement of Work, in Microsoft Office Word format. Adobe PDF files are acceptable. Scans of handwritten forms will not be accepted.
- E. Grantee shall, on or before each due date, develop and submit quarterly expenditure reports for the MVPN Program. Grantee shall electronically submit SYF quarterly expenditure reports using Form V-Veteran Expenditures, 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 MS Excel XLS or XLSX format. Adobe PDF files or scans of handwritten forms will not be accepted.
- F. Grantee shall, on or before each due date, electronically submit verification of the SFY quarterly performance numbers reported through the MVPN Digital Reporting Tools. The verification shall be submitted electronically, attaching all information being verified, as noted in Section I.G(5).
- G. Grantee shall submit in a format and timeframe prescribed by HHSC's Contract Manager and TVC's VMHD:
1. Upon request, the names of individuals contacted, or those whom the Grantee attempted to contact, and the dates the contacts or attempts were made as required in Section I.C(6)(f), above;
 2. The names of trained SMVF peers and the identity of trainers (*see* Sections I.C(6)(a) and I.C(6)(d)); and
 3. The results of surveys, critiques, and other data gathering information found in Section I.C(7)(c).
- H. Grantee shall submit all performance measures electronically to the Performance Contract Mailbox at performance.contracts@hhsc.state.tx.us and mhvpv@hhsc.state.tx.us, with a copy to the assigned HHSC Contract Manager.

SECTION III. PAYMENT METHOD

Quarterly Allocation, dependent upon timely receipt of completed deliverables and adherence to contractual requirements as set forth in Sections II and IV of this Statement of Work.

**ATTACHMENT A11
VETERANS SERVICE PROGRAM (MH/VET), BASIC VERSION 1**

SECTION IV. BUDGET

- A. After notifying HHSC's Contract Manager of the transfer, Grantee may, without HHSC prior approval, transfer money between budget categories of within this Statement of Work subject to the following terms:
1. No program budget category transfer or cumulative transfers may exceed 25% of the total value of this Statement of Work or \$100,000, whichever is less;
 2. Grantee shall request prior written approval from HHSC if the budget transfer(s) exceed(s) \$100,000, alone or cumulatively;
 3. A formal contract amendment is required if the budget category transfer(s) or cumulative transfers exceed(s) 25% of the value of this Statement of Work; or
 4. Grantee shall receive HHSC prior approval for budget transfers amongst more than one program.
- B. The amount expended by Grantee for administration of the provision of services under this Statement of Work shall not exceed 5% of the total.
- C. Budget and expenditure reporting shall be entered into CARE Report III on line 758 – “Other General Revenue, HHSC,” 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>.

SECTION V. FUNDING

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

SECTION VI. 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A12
INFORMATION RESOURCE SYSTEMS (MH/IRS), VERSION 1**

CONTRACT NO. HHS001324500001

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

SECTION I. STATEMENT OF WORK

Health and Human Services Commission (HHSC) has developed information resources for the delivery of behavioral health services to include: the Clinical Management for Behavioral Health Services (CMBHS) system, the CMBHS website, and a portal for submitting batch submissions to the Secure File Transfer Protocol Server (SFTP Server) to support the delivery of outpatient behavioral health services, other tools to support program operations and information exchange, and currently uses a third-party Electronic Health Record system for managing inpatient services in the state hospitals. Collectively, these resources, along with applicable source code, business rules, manuals, help guides, and other similar resources are referred to as "Software." HHSC may make changes to its technology systems to improve its ability to manage clients' health care, enhance coordination of care between state mental hospitals and outpatient services, enhance coordination of care with other providers, improve the management and delivery of behavioral health services, increase system functionality, facilitate reporting of required data to HHSC, and provide other services related to behavioral health.

The provisions below outline both HHSC and Grantee responsibilities regarding the development, maintenance, and use of HHSC information systems and Software.

- A. HHSC may make changes to its Software and other resources supporting behavioral healthcare in a manner of its choosing.
- B. Grantee shall collaborate in the cooperative efforts of development and/or testing of information systems and projects supporting the delivery of behavioral health care provided through HHSC and Grantee. HHSC may establish an Advisory Council and/or workgroup(s) (Workgroup) to assist in coordinating system development and testing.
 1. A representative sample of Local Mental Health Authorities (LMHAs) may be selected by HHSC, in conjunction with the Texas Council of Community Centers, for participation in the Advisory Council or Workgroup(s) to ensure representation from an array of urban and rural organizations and organizations using different information systems to support local operations.
 2. As an Advisory Council or Workgroup member, Grantee may participate in discussions with HHSC regarding data standards and system specifications and may make recommendations on alternative message content structure, message content, and file formats.
 3. HHSC will solicit input for test schedules and procedures from the Workgroup associated with a particular project or information system and/or the Advisory Council.
 4. Advisory Council and Workgroup meeting schedule(s) may be established and maintained by HHSC.
 5. Grantee may participate in appropriate meetings, conference calls, and webinars.
 6. HHSC has the sole, final decision regarding system requirements and adoption of data standards.

**ATTACHMENT A12
INFORMATION RESOURCE SYSTEMS (MH/IRS), VERSION 1**

- C. HHSC will identify and maintain service-specific points of contact (POC) for all Grantee questions and maintain this information on the appropriate HHSC website.
- D. Grantee shall identify, and update as necessary 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-health-contracts>.
- E. Grantee shall make any necessary changes to its local information system(s) to ensure and maintain interoperability with HHSC-specified information systems including, but not necessarily limited to CMBHS and Mental and Behavioral Health Outpatient Warehouse (MBOW), for the purpose of exchanging and/or providing required data and performing other functions that are not supported by Grantee's information systems. Changes shall be implemented by Grantee on a reasonable, mutually agreeable, activity/project-specific, schedule. The final schedule shall be maintained, in tangible form, by HHSC and shall be available on a website designated by HHSC.
- F. Grantee shall test interoperability between its information systems and information systems provided by HHSC, including the capabilities to exchange and correct data as required by HHSC, statute, or regulation, using systems, environment(s) and following schedule(s) and methodologies identified or provided by HHSC. Relevant results will be shared with Workgroup and Grantee.
1. Grantee shall notify the appropriate HHSC POC within 24 hours via email of all problems using the HHSC-designated test environments.
 2. Grantee shall provide written feedback weekly to HHSC via email during active testing by the Grantee. Active testing is defined as the active use of the testing environment(s) specified by HHSC such as the actual submission of a test file/test data by a Grantee or using a HHSC-identified web site for error correction.
 - a) Grantee shall notify HHSC in writing when it begins and ends testing.
 - b) No feedback is required if no Grantee activity occurred during the week (e.g. Grantee who submits a file/data should report on the results of the test, identifying if the test was successful or what problems, if any, were encountered. If no file was submitted, no feedback report is necessary.)
 3. Grantee shall successfully complete testing (e.g. submit a file and have it processed with no errors) before it may submit data into a production system. HHSC may require attestation by the Grantee's Executive Director certifying readiness. Failure to be ready may result in penalties, as outlined in Attachment C of the Contract, Article VII, Local Mental Health Authority Special Conditions, and in Article II of this Statement of Work.
- G. HHSC will:
1. Provide Grantee access to CMBHS, the CMBHS Website, SFTP Server, select CMBHS components, MBOW, other systems, additional tools, and select resources to facilitate information exchange between Grantee and HHSC.

ATTACHMENT A12
INFORMATION RESOURCE SYSTEMS (MH/IRS), VERSION 1

2. Provide website(s) or links to websites that Grantee may use to access material relevant to implementing mental health assessments, data exchange, and other services in local health information systems and data submission/exchange/reporting file formats and instructions. This material may include select system specifications, interface specifications, file format specifications, select business rules, testing methodology and criteria, sample code, and other material HHSC believes may provide Grantee assistance with modifying its local information system(s) to implement and maintain interoperability with applicable HHSC systems and support the delivery of behavioral healthcare.
3. Provide Grantee access, including at least one user ID and password, to CMBHS, the SFTP Server, and other resources necessary for testing interoperability and other required functionality. Grantee is responsible for managing access, consistent with applicable requirements, including signing and following all Data Use Agreement terms and conditions (Attachment D of the Contract).
4. Provide Grantee technical assistance in developing, implementing, and addressing problems with system interoperability and data exchange, as resources permit.
5. Work to develop and adopt Health Level 7(HL7)-based data standards to support clinical data exchange for continuity of care in addition to standards used for administrative reporting.
6. Conduct scheduled conference calls with Grantees and other entities to discuss issues related to HHSC information systems and interoperability.

H. Terms of Use

1. CMBHS, including the CMBHS Website and the SFTP Server, is the sole property of HHSC.
2. The HHSC Health Services Gateway (HSG) is operated by or on behalf of HHSC.
3. The inpatient Electronic Healthcare Record (EHR) system utilized in the state hospitals is operated by or on behalf of HHSC and may contain proprietary information. Only specific information identified by HHSC regarding the EHR may be disclosed or redisclosed, as specified in writing by HHSC.
4. Grantee shall treat information resources provided by HHSC as confidential and shall not, without the express written permission of HHSC or as specified in this Statement of Work, take any action that will compromise the confidentiality of HHSC information systems and data it contains, including, but not limited to, the following:
 - a) Grantee shall not provide detailed demonstrations, copy, sell, loan, lease, assign, license, transfer or market CMBHS, any portion of CMBHS, or other technology or service provided by HHSC without the prior written consent of HHSC.
 - b) With the exception of developing and implementing technology to fulfill contracted services between Grantee and HHSC (i.e. delivery of mental health services), Grantee shall not modify, prepare derivative works, reuse, disassemble, decompile, reverse engineer or otherwise translate CMBHS or any other resource, information system, or tool provided to Grantee by HHSC without the prior written consent of HHSC.
 - c) HHSC expressly grants to Grantee permission, subject to the constraints in (a) and (b) above, to consult and collaborate with contractor(s) of the Grantees and other LMHAs with contracts with HHSC with identical constraints on technology development to utilize HHSC-provided resources identified in this Statement of Work

ATTACHMENT A12
INFORMATION RESOURCE SYSTEMS (MH/IRS), VERSION 1

- to make or test any required modification(s) to computer software and information systems maintained or utilized by the Grantee and data exchange functionality to support the delivery of HHSC-contracted services and coordination of care between Grantee and HHSC facilities or as directed by HHSC. Grantee shall provide a list of all entities with whom it has consulted or collaborated with to HHSC at HHSC's request.
- d) Grantee shall ensure that any entity or individual to which it discloses information about HHSC information systems will adhere to all provisions of this Statement of Work regarding system confidentiality as if the entity/individual were a Grantee.
 5. Grantee hereby assigns to HHSC all right, title and interest to any recommendations regarding modifications or additions to Software provided by HHSC and all property rights therein, including without limitation all patent, copyright, trade secret, mask work, trademark, moral right, or other intellectual property rights.
 6. Grantee shall not utilize test environments provided by HHSC for ongoing business activities involving current clients, including conducting assessments or managing care delivery. Every effort shall be made to use data for testing that consists of hypothetical patient information and does not contain real patient information. Any use of real patient data shall be subject to Health Insurance Portability and Accountability Act (HIPAA) and/or other applicable law.
 7. No actual patient data or protected identifiable information shall be used in any testing file submitted by entities other than those that are Covered Entities or Business Associates as defined by HIPAA.
 8. In accordance with the HIPAA Privacy Rule's Minimum Necessary standard, Grantee may, if it is a HIPAA Covered Entity or Business Associate of a Covered Entity (as such terms are defined in the HIPAA regulations) and the function being tested requires it, provide actual patient data that includes all requisite fields included in the CMBHS file submission layout. The use of actual patient data for certain CMBHS testing may be required to ensure that the data exchange between Grantee and HHSC is performing properly, ensuring that when additional functionality is released into production, the data exchanged is in a format consistent with the data specifications established by HHSC and the Software produces accurate information regarding patient care, consistent with the information contained in other state information systems. This exchange of patient data between covered entities and business associates of covered entities is authorized by the HIPAA Privacy Rule to support health care operations.
 9. Grantee shall immediately notify HHSC of any access, use or disclosure of confidential information that may be in violation of HIPAA, other applicable statute or regulation, this Statement of Work or the Data Use Agreement (Attachment H) and shall assist HHSC in performing any investigation and notice that may be required pursuant to applicable law.
 10. HHSC may, at its own discretion and without prior communication to the Grantee, eliminate, alter, or add information to any or all record(s) in a HHSC-provided development or test environment. HHSC will not implement alteration of the record submission layout without prior consultation with Grantee.
 11. Grantee is responsible, subject to the terms of this Statement of Work, for all costs incurred by Grantee, including but not limited to any costs associated with data standards-setting activities, local information system modifications or changes required

**ATTACHMENT A12
INFORMATION RESOURCE SYSTEMS (MH/IRS), VERSION 1**

for testing and staff, contracting costs associated with staff time involved in participating in testing, and all costs associated with conference calls and meetings.

12. Notwithstanding other agreements between HHSC and Grantee, Grantee assumes all liability arising from the use of testing environments specified by HHSC. HHSC will not be liable in any manner for any damages arising out of Grantee's use of, or inability to use, information systems identified by HHSC or any incidental or consequential damages, including, without limitation, loss of data.

I. Materials Provided under Prior Memorandum of Understanding (MOU)

If Grantee is actively engaged in testing, Grantee may continue to retain test scripts and Software and continue to access Software provided by HHSC subject to the terms of this Statement of Work.

J. Termination

At the termination of the testing period or at the termination of this Statement of Work, whichever is earlier, Grantee shall immediately return to HHSC or destroy all copies of test scripts and Software in its possession and cease accessing the Software version provided by HHSC for use in testing and certify to HHSC that it has done so.

SECTION II. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE

Unless 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A13
YOUTH EMPOWERMENT SERVICES (MH/YESPC), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

ATTACHMENT A14
PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW (MH/PASRR), VERSION 1

CONTRACT NO. HHS001324500001

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

The Pre-Admission, Screening and Resident Review (PASRR) program supports prescreening all people, regardless of payer source or age, seeking admission to a Medicaid-certified nursing facility, and has the following goals:

1. To identify people, including adults and children, with mental illness or intellectual and developmental disabilities or both.
2. To ensure appropriate placement, whether in the community or the nursing facility.
3. To ensure people receive the required services for mental illness or intellectual and developmental disabilities or both.

SECTION I. GRANTEE RESPONSIBILITIES

- A. Grantee shall contract with the Health and Human Services Commission (HHSC) to complete PASRR Evaluations (PEs) for persons seeking admission to a Medicaid-certified nursing facility (NF) or a resident of a NF that is suspected of having a mental illness.
- B. Grantee shall:
 1. Respond to all requests for PEs and Resident Reviews (RRs) within the Grantee's Local Service Area (LSA) in the manner prescribed in the HHSC PASRR regulations as published in the Texas Administrative Code (TAC) Title 26, Part 1, Chapter 303, Subchapters B and C.
 2. Conduct all PEs and RR in a manner that complies with HHSC PASRR regulations as published in the TAC Title 26, Part 1, Chapter 303, Subchapters B and C, and this Statement of Work.
 3. Document all PEs and RR and related activities in a manner that complies with the HHSC PASRR regulations as published in the TAC Title 26, Part 1, Chapter 303, Subchapters B and C, as well as compliance with this Statement of Work.
 4. Maintain access to the Texas Medicaid & Healthcare Partnership (TMHP) Long Term Care (LTC) Online Portal. Grantee must check the TMHP LTC Online Portal daily for alerts.
 5. Provide a reliable fax line, or other communication mechanism acceptable to HHSC that will document the date and time of receipt of a Preadmission PASRR Level One Screening Form (PL1). Identify the telephone number for the identified fax line or the other communication mechanism to be used for PASRR purposes 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>.
 6. Ensure that all PEs, RRs, and pre-admission PL1s are entered in the TMHP LTC Online

ATTACHMENT A14
PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW (MH/PASRR), VERSION 1

Portal for PASRR within and not to exceed the timeframe as outlined in the TAC Title 26, Part 1, Chapter 303, Subchapter C. Grantee must adhere to HHSC required timelines.

7. Commit at least one full time staff member, who at a minimum is a credentialed Qualified Mental Health Professional - Community Services (QMHP-CS), as the primary mental health PASRR Program Specialist (i.e., work includes mental health PASRR duties only). Grantee must identify the primary and backup PASRR Program Specialist on Form S when submitting such documentation to HHSC.
8. In accordance with TAC Title 26, Part 1, Chapter 303, Subchapters B and C, Grantee shall provide and track the status of each request for PE, RR or behavioral health services, including assessment and admission information.
9. Develop policies and procedures in accordance with TAC Title 26, Part 1, Chapter 303, Subchapters B and C, that outline the PASRR process and include methods for tracking the status of requests for PEs and RRs and the provision of behavioral health services including assessment and admission information to ensure timely entry of the following:
 - a. All evaluations and encounters carried out and entered into the TMHP LTC Online Portal;
 - b. The HHSC registration into Client Assignment and Registration (CARE) system;
 - c. The HHSC Uniform Assessment entered in the Clinical Management for Behavioral Health Services (CMBHS); and
 - d. The HHSC Encounter Data submission 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 General Warehouse Information, Specifications subfolder, incorporated by reference and posted at: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>.
10. Ensure timely entry of all required PASRR forms and related information into the TMHP LTC Online Portal.
11. When conducting a PE or RR, Grantee must provide information, as required in TAC Title 26, Part 1, §303.302(a)(2)(B)(i)(IV), to the person seeking admission to the NF or resident and the person's or resident's legally authorized representative (LAR) about community services, supports, and programs for which the person may be eligible.
12. If the PE or RR is positive for mental illness (MI), the Grantee must provide the person or their LAR in writing, using HHSC forms, a summary of the results of the PE or RR. If the PE or RR is negative, the Grantee must inform the person or their LAR of the negative determination in writing using HHSC forms.
13. In accordance with TAC, Title 26, Part 1, Chapter 303, Subchapter C and Subchapter I, Grantee will:

ATTACHMENT A14
PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW (MH/PASRR), VERSION 1

- a. Participate in the Initial and Annual Interdisciplinary Team (IDT) meetings for all people who have a positive PE determination, including those who refused services at the initial IDT meeting.
 - b. Explain the requirement for a Uniform Assessment for persons who agree in the IDT meeting to receive services.
 - c. After the IDT meeting, confirm in the TMHP LTC Online Portal the Grantee's participation in the IDT meeting and the agreed upon or refused MI specialized services.
14. Conduct a Uniform Assessment (UA) and develop a Person-Centered Recovery Plan (PCRP) for any person who has a positive PE and accepts MI specialized services and convene a meeting to discuss the results of the UA and PCRP within 20 calendar days of the IDT meeting, as specified in TAC Title 26, Part 1, Chapter 303, Subchapter I.
15. If Medicaid or other funding is available for MI specialized services, ensure those persons with a positive PE are admitted into the appropriate Level of Care (LOC) and provided the MI specialized services agreed upon in the IDT meeting without undue delay and within the timeframe as specified in the TAC Title 26, Part 1, Chapter 303, Subchapter C and I.
16. The Grantee shall provide a copy of the person's UA and PCRP to the Nursing Facility (NF) to be included in the NF's comprehensive care plan. This includes all updates and revisions to the PCRP while the person is receiving MI specialized services.
17. If the person is discharged from MI specialized services, the person's discharge from MI specialized services must be documented and provided to the NF to be included in the NF's comprehensive care plan. HHSC may require additional PASRR-related information as requested. If a person refuses MI specialized services in the initial IDT meeting, the Grantee must ask the person or LAR to indicate their refusal in writing.
18. The Grantee must convene quarterly meetings for all persons with a positive PE for MI who accepted MI specialized services and include members of the MI specialized services team.

SECTION II. PERFORMANCE MEASURES

- A. HHSC may impose remedies or sanctions against Grantee as stated in Attachment C of the Contract, Article VII, Local Mental Health Authority Special Conditions, and as stated within Section II.E of this Statement of Work, for failure to comply with the provisions of this Statement of Work. Factors to be considered in determining assessment of the sanctions shall include:
1. Any major event that interfered with the ability of the Grantee to complete the task in a timely manner including weather conditions that made travel hazardous and thereby interfered with the ability of the Grantee to complete the PE.
 2. Equipment malfunctions of the TMHP LTC Online Portal that made the timely entry of

ATTACHMENT A14
PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW (MH/PASRR), VERSION 1

data impossible for the Grantee.

3. Local equipment malfunctions beyond the control of the Grantee that made the timely entry of data into the TMHP LTC Online Portal impossible for the Grantee.
 4. Mandatory sanctions are imposed per instance of non-compliance.
- B. Grantee shall submit a copy of the policies and procedures outlined in Section I.B(8) of this Statement of Work no later than October 1st of each state fiscal year (beginning September 1st through August 31st) to performance.contracts@hhsc.state.tx.us with a courtesy copy to the assigned HHSC Contract Manager.
- C. Complete 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>, in the event the primary PASRR staff changes or the telephone number for the identified PASRR fax line changes and transmit Form S to HHSC as soon as possible but in no instance more than 24 hours after the primary PASRR staff or fax number has been changed. This form must be submitted to performance.contracts@hhsc.state.tx.us with a copy to the assigned HHSC contract manager.
- D. The Grantee shall meet the following performance measures and outcome targets which are reviewed by HHSC semi-annually:
1. Percent of all PEs or resident reviews completed and entered into the TMHP LTC Online Portal within seven calendar days after receiving a copy of the PL1 from the referring entity or notification from the TMHP LTC Online Portal:
 - a. Grantee must enter at least 95% of all PEs or resident reviews completed within seven calendar days after receiving a copy of the PL1 each quarter.
 2. Percent of compliance with providing follow-up visits for persons or their LAR who have refused MI specialized services in the initial IDT Meeting.
 - a. Grantee must complete at least 95% of required follow-up visits for persons who have refused MI specialized services each quarter.
 3. Percent of compliance with confirming attendance and the specialized services agreed upon in the IDT meeting on the LTC Online Portal within five business days after receiving notification from the LTC Online Portal that the NF entered the information from the IDT meeting as required by 26 TAC, Part 1, Chapter 303, Subchapter C:
 - a. Grantee must confirm attendance at the IDT meeting and all specialized services agreed to in the IDT meeting within the LTC Online Portal for at least 95% of notifications received each quarter.
 4. Percent of compliance with completing a Uniform Assessment and PCRPs, as documented on the PASRR Comprehensive Service Plan (PCSP) form found within the LTC Online Portal, for individuals with a positive PE within 20 calendar days of the initial IDT meeting when the individual agrees to the Uniform Assessment.

ATTACHMENT A14
PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW (MH/PASRR), VERSION 1

- a. Grantee must complete a Uniform Assessment and PCRCP for at least 95% of individuals with a positive PE who agree to the Uniform Assessment within 20 business days of the initial IDT meeting each quarter.
5. Percent of compliance with providing MI specialized services within 20 business days after the MI specialized services were agreed upon in the initial IDT meeting as required by 26 TAC, Part 1, Chapter 303, Subchapter C:
- a. Grantee must provide MI specialized services within 20 business days for at least 95% of individuals who agreed to receive MI specialized services each quarter.
- E. Mandatory sanctions associated with the Performance Measures in Section II.D will be imposed based on the following penalty chart:

LMHA/LBHA Total Adjusted Annual Allocation	Penalty
Up to \$1.5 million	\$1,000.00
Not to exceed	\$6,0000.00
Up to \$3 million	\$2,000.00
Not to exceed	\$12,000.00
Greater than \$3 million	\$3,000.00
Not to exceed	\$18,000.00

The allocation noted above equals Grantee's total annual allocation minus Grantee's one-time funding adjustments, as applicable. Each penalty will be applied separately to each of the five applicable sanctions listed in Section II.D above.

If services are not provided as prescribed, HHSC may require enhanced oversight, which may include monthly reporting on PASRR activities.

SECTION III. PAYMENT METHOD:

HHSC will not make payments to Grantee for services described in this Statement of Work. Grantee bills and receives payment by submitting applicable Medicaid claims to Texas Medicaid and Healthcare Partnership.

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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A15
REAL PROPERTY ACQUISITION (MH/RPA), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A16
RURAL BORDER INTERVENTION PROGRAM (MH/RBI), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A17
PEER SUPPORT RE-ENTRY PILOT (MH/PSR), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A18
COMPETENCY RESTORATION (MH/CR), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A19
BEHAVIORAL HEALTH MOBILE CRISIS OUTREACH TEAM (MH/MCOT),
PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A20
HIGH-FIDELITY SUPPORTED EMPLOYMENT PILOT PROGRAM
(MH/HFSEP), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A21
JOB DEVELOPMENT – SUPPORTED EMPLOYMENT SERVICES
(MH/JDSES), PLACEHOLDER**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

ATTACHMENT A22
VETERAN COUNSELOR PROGRAM (MH/VCP), VERSION 1

CONTRACT NO. HHS001324500001
GRANTEE: Abilene Regional MHMR Center d\b\ a Betty Hardwick Center

SECTION I. GRANTEE RESPONSIBILITIES

A. Overview and Objectives of Pilot Initiative

The objective of the pilot initiative described in this Statement of Work is to increase and enhance access to clinical treatment for service members, veterans, and families who reside in rural areas. The initiative will be implemented by selected local mental health and local behavioral health authorities that participate in the Health and Human Services Commission's (HHSC) Mental Health Program for Veterans (MHPV), a program that requires employment or contract employment through a Peer Service Coordinator (PSC). For purposes of this Statement of Work, the terms "Peer Service Coordinator" or "PSC" is a person who recruits and retains veterans, peers and volunteers to participate in the Grantee's mental health program for veterans and its related activities (*see* definition of PSC in Texas Health and Safety Code §1001.221(1-a)).

This pilot initiative funds a Veteran Counselor, a licensed mental health professional and certified in Cognitive Processing Therapy (CPT), Prolonged Exposure Therapy (PE), and/or Eye Movement Desensitization and Reprocessing Therapy (EMDR). This pilot initiative also funds the Veteran Counselor to be trained and certified by the Texas Veterans Commission (TVC) in military-informed care (MIC) using an HHSC-approved curriculum-based regimen, incorporated by reference and posted at: <https://www.milvetpeer.net/>.

The Veteran Counselor shall provide direct mental health services to Service Members, Veterans, and their families (SMVF), coordinate with the PSC and Trained Peers (Service Members, Veterans or family members formally trained in mental health interventions and navigation of the mental health service delivery system) to screen and identify candidates in need of treatment and do not have access to or are not eligible for U.S. Department of Veterans Affairs Health Administration (VHA) services. Veteran Counselors will collaborate with PSCs and Trained Peers to achieve the goals and objectives of the HHSC MHPV, as outlined in Contract Attachment A11 of this Contract, Veterans Service Program.

B. Grantee Responsibilities

1. Grantee shall hire or contract for services from a Veteran Counselor or select a Veteran Counselor from an existing pool of licensed mental health professionals employed by the Grantee.
2. Grantee shall monitor and verify that Veteran Counselor principally serves SMVF clients.
3. Grantee shall ensure the Veteran Counselor makes all reasonable effort to amass a full caseload of SMVF clients to directly receive mental health services as soon as possible upon hiring. During the pursuit of this full caseload, the Veteran Counselor may also participate in other activities related to achieving the goals and objectives of the MHPV and enhancing continuity of care for SMVF clients by collaborating with their PSC and local community organizations serving SMVF.

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VETERAN COUNSELOR PROGRAM (MH/VCP), VERSION 1

- a. Per Texas Resilience and Recovery Utilization Management Guidelines, the Veteran Counselor may also accept clients who are not SMVF when the Veteran Counselor's SMVF client caseload does not exceed capacity; however Grantee shall ensure SMVF receive prioritization as the target population to be served by the Veteran Counselor.
4. Grantee shall demonstrate registry as a provider under the Veterans Community Care Program, incorporated by reference and posted at: <https://www.va.gov/communitycare/>, established by the VA Mission Act, or other similar VA Community Care program in existence at the time. Grantee shall demonstrate ability to meet basic eligibility requirements to serve as a VA Community Care provider of services to SMVF, in one or more treatment modalities listed below in Section 5(e).
5. Requirements of Veteran Counselor
 - a. The Veteran Counselor shall apply evidence-based practices in treating SMVF. If, at the time of selection, the Veteran Counselor is not certified in one or more of the treatment modalities listed below, Grantee shall verify that the Veteran Counselor becomes certified in one or more of the following treatment modalities at or within twelve months of hiring, contracting with, or selecting a Veteran Counselor:
 1. CPT;
 2. PE; and
 3. EMDR.
 - b. Grantee shall verify that the Veteran Counselor's skills and experience include the following knowledge, skills, and abilities:
 1. Knowledge of military culture;
 2. Knowledge of military-related traumas;
 3. Ability to make professional evaluations, decisions, and recommendation for treatment, planning, and implementation;
 4. Ability to provide complex crisis intervention and stabilization to patients who are in psychological distress; and
 5. Skilled in crisis intervention, to include suicide prevention and intervention.
 - c. Grantee shall verify that the Veteran Counselor demonstrates the following experience:
 1. Licensed by the State of Texas as a mental health professional;
 2. Experience working with SMVF;
 3. Experience working with military-related traumas such as posttraumatic stress disorder (PTSD), traumatic brain injury (TBI), military sexual trauma (MST); and moral injury (MI); and
 4. Certified by TVC in MIC at or within six months of contract, hire or selection date.
 5. In addition, the following experience is *strongly* preferred:
 - i. A minimum of two years' experience as a post-master's degree mental health counselor; and

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VETERAN COUNSELOR PROGRAM (MH/VCP), VERSION 1

- ii. Prior or current military service.
- d. Veteran Counselor base of operations
 - 1. Grantee shall ensure the Veteran Counselor's base of operations shall be at a site selected by mutual agreement between Grantee and the Veteran Counselor. As a best practice, the site should be:
 - a. Co-located with the PSC;
 - b. A Peer Networking Center, which is a facility that the Veteran Counselor and PSC determine SMVF likely would be comfortable visiting in a clinical setting; or
 - c. Be near or co-located with one or more of the following - Veteran County Service Officers (VCSOs), TVC representatives, and/or Texas Workforce Commission (TWC) Veterans Resource & Referral Specialists.
- e. Technical Assistance
 - 1. The Veteran Counselor shall participate in statewide and regional meetings led by TVC staff for the following purposes:
 - a. Share information about the activities of Veteran Counselors and collaboration efforts with PSCs;
 - b. Receive updates and training regarding the MHPV; and
 - c. Share information about evidence-based practices to enhance Veteran Counselors' ability to provide MIC.
- 6. Grantee shall develop and submit to HHSC and TVC (contact information for submission provided below in Section I.C(2)(a)) a plan for how the Veteran Counselor and PSC will coordinate to ensure access to military-trauma related mental health. Plan requirements are described within this Statement of Work, Section I. D(1)(a-h), Project Implementation Plan.
- 7. Grantee shall provide programmatic and fiscal reporting as described within this Statement of Work, Section IID(1-2), Performance Measures.
- 8. Grantee shall assist HHSC and TVC in evaluating and assessing the success of the pilot initiative.
- 9. Grantee shall participate in surveys, interviews, focus groups, and workgroups to evaluate the progress and/or outcomes of the pilot initiative.

C. Points of Contact

- 1. Grantee shall designate a point of contact to receive and transmit information related to this Statement of Work using 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>.
- 2. Grantee shall designate a point of contact to interact with HHSC and TVC required for effective implementation and monitoring of the Program using a separate submission of Form S, Contact List, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health->

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

a. HHSC point(s) of contact for implementing and monitoring the Program:

Lead Coordinator
Mental Health Programs for Veterans
Texas Health and Human Services Commission
MHPV@hpsc.state.tx.us
(512) 380-4310

b. TVC point(s) of contact for implementing and monitoring the Program:

Provider Coordinator
Veterans Mental Health Department
Texas Veterans Commission
mvpn.reports@tvc.texas.gov
(512) 463-6091

3. Grantee shall inform HHSC and TVC of a change in point(s) of contact no later than 10 calendar days after the change occurs.

D. Project Implementation Plan

1. Grantee shall submit to HHSC and TVC a written Program Implementation Plan (the "Plan") that includes, at a minimum, the following elements:
 - a. Activities for organizing Veteran Counselor services provided under the terms of this Statement of Work;
 - b. Tactics for establishing and maintaining collaboration between Veteran Counselor and PSC and volunteer peers to achieve goals and objectives of this Statement of Work;
 - c. Description of anticipated local outcomes of implementing this pilot initiative;
 - d. Process by which Veteran Counselor will document and report the number of SMVF clients seen and clinical sessions provided;
 - e. Process by which Veteran Counselor will assess, document, and report the effectiveness of clinical services provided to SMVF through pre- and post-assessments conducted;
 - f. Process by which Veteran Counselor will document and report additional activities related to achieving the goals and objectives of the MHPV and enhancing continuity of care for SMVF clients by collaborating with community organizations serving SMVF;
 - g. A timeline for task(s) to be accomplished and persons or entities responsible for each task; and
 - h. A budget for the Veteran Counselor and for achieving the goals and objectives of this pilot initiative using Form P, Budget Schedule, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health->

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[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).

E. Project and Fiscal Reporting

Grantee shall submit all expenditure and program information as required by this Statement of Works' Section II.D(1-2), Performance Measures.

SECTION II. PERFORMANCE MEASURES:

HHSC will use the following performance measures to assess Grantee's effectiveness in achieving the goals and objectives as described in this Statement of Work:

- A. Within 10 calendar days, Grantee must notify HHSC and TVC of any change to its single point of contact for this Statement of Work.
- B. Within 10 calendar days, Grantee must notify HHSC and TVC of any change to the hiring or contracting with a Veteran Counselor.
- C. In accordance with 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>, Grantee must submit to HHSC and TVC its developed Program Implementation Plan (the "Plan"), with requirements described in this Statement of Work's Section I.D Project Implementation Plan.
- D. In accordance with Information Item S, Submission Calendar, the Grantee must submit its annual budget for achieving all requirements set forth in this Statement of Work using Form P, Budget Schedule, both of which are 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. Grantee must submit the following quarterly deliverables in accordance with 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>:
 - 1. Expenditure information to: performance.contracts@hhsc.state.tx.us and MHPV@hhsc.state.tx.us using Form V, Vet Expenditures, 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. Quarterly reports to: performance.contracts@hhsc.state.tx.us and individually to HHSC and TVC, using Form VC-Veteran Counselor Reporting, 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>, which requires:

**ATTACHMENT A22
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- a. The unduplicated number of SMVF clients seen by the Veteran Counselor;
 - b. The total number of clinical sessions provided by the Veteran Counselor, by type of treatment modality (CPT, PE, EMDR, other treatment options that are evidence-based);
 - c. The pre- and post-assessment data for SMVF clients receiving clinical services from the Veteran Counselor; and
 - d. Information on additional activities performed related to achieving the goals and objectives of the MVPN program and enhancing continuity of care for SMVF clients by collaborating with community organizations serving SMVF.
- F. As described above, Grantee shall submit all quarterly reports and expenditure information reports electronically to the Performance Contract Mailbox at: performance.contracts@hhsc.state.tx.us. In addition, a copy must be sent directly to the assigned HHSC Contract Manager and individually to HHSC and TVC, as offered in Section I(C)(2)(a).

SECTION III. PAYMENT METHOD

Quarterly allocation, based upon timely receipt of contractually required deliverables and adherence to the requirements set forth in this Statement of Work.

SECTION IV. BUDGET

- A. After notifying HHSC's Contract Manager of the transfer, Grantee may, without HHSC prior approval, transfer money between budget categories of within this Statement of Work subject to the following terms:
1. No program budget category transfer or cumulative transfers may exceed 25% of the total value of this Statement of Work or \$100,000, whichever is less;
 2. Grantee shall request prior written approval from HHSC if the budget transfer(s) exceed(s) \$100,000, alone or cumulatively;
 3. A formal contract amendment is required if the budget category transfer(s) or cumulative transfers exceed(s) 25% of the value of this Statement of Work; or
 4. Grantee shall receive HHSC prior approval for budget transfers amongst more than one program.
- B. The amount expended by Grantee for administration of the provision of services under this Statement of Work shall not exceed 10% of the not-to-exceed Contract total amount.
- C. Budget and expenditure reporting shall be entered into CARE Report III on line 758 – Other General Revenue, 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>.

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VETERAN COUNSELOR PROGRAM (MH/VCP), VERSION 1**

SECTION V. FUNDING

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

SECTION VI. 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

ATTACHMENT A23
NON-HHSC FUNDED JAIL-BASED COMPETENCY RESTORATION PROGRAM
(MH/NJBCR), VERSION 1

CONTRACT NO. HHS001324500001

GRANTEE: Abilene Regional MHRM Center d\b\ a Betty Hardwick Center

The purpose of the Non-HHSC Funded Jail-Based Competency Restoration Program Statement of Work is to outline operational and reporting requirements supporting HHSC's statewide oversight efforts for Jail-Based Competency Restoration Programs.

SECTION I. GRANTEE RESPONSIBILITIES

- A. A local mental health authority (LMHA) or local behavioral health authority (LBHA) contracting with a local county jail to provide county-based jail-based competency restoration (JBCR) services shall:
- 1) Comply with Title 26, Texas Administrative Code (TAC), Part 1 Chapter 307 (26 TAC 307), Subchapter C, relating to Jail-Based Competency Restoration Program;
 - 2) Comply with Code of Texas Criminal Procedure (CCP), Chapter 46B, Article 46B.091 (Jail-Based Competency Restoration Program Implemented by County);
 - 3) Notify HHSC's Contract Manager of the intention to become a provider of JBCR services or subcontract with a provider of JBCR services, prior to entering an agreement with a county to provide JBCR services, in a county-based JBCR program;
 - 4) Ensure no JBCR services are provided until HHSC confirms the LMHA or LBHA is a provider of JBCR services, or an LMHA or LBHA who subcontracts for JBCR services is in good standing with HHSC; and
 - 5) In accordance with Texas CCP, Chapter 46B, Article 46B.091 (Jail-Based Competency Restoration Program Implemented by County), allow HHSC to inspect the county-based JBCR program prior to serving individuals and as further deemed appropriate by HHSC.
- B. Grantee shall perform the following activities and provide documentation in the manner and timeframes specified below:
- 1) Grantee shall complete registration for each individual admitted to the county-based JBCR program into the Client Assignment and Registration system no later than 24 hours following admission;
 - 2) Grantee shall complete a "client profile" for each individual admitted to the county-based JBCR program into the Clinical Management for Behavioral Health Services system no later than 24 hours following admission;
 - 3) Grantee shall collect and report data to HHSC in accordance with the 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>, on the following:
 - a. the number of county jail inmates determined incompetent to stand trial who were

ATTACHMENT A23
NON-HHSC FUNDED JAIL-BASED COMPETENCY RESTORATION PROGRAM
(MH/NJBCR), VERSION 1

- screened out or deemed inappropriate for the county-based JBCR program and the reasons;
- b. the number of individuals served charged with a felony offense;
 - c. the number of individuals served charged with a misdemeanor offense;
 - d. the average number of days to restore an individual to competency who is charged with a felony;
 - e. the average number of days to restore an individual to competency who is charged with a misdemeanor;
 - f. the number of individuals restored to competency;
 - g. the percentage of individuals restored to competency in 60 calendar days or less;
 - h. the number of individuals charged with a misdemeanor, not restored to competency, for whom an extension for competency restoration treatment was requested;
 - i. the average length of time between a determination of non-restorability to competency and transfer to a state mental health facility or residential care facility;
 - j. the number of individuals not restored to competency and who were transferred to a state mental health facility or residential care facility;
 - k. the costs associated with operating the county-based JBCR program;
 - l. the number of reported and confirmed cases of abuse, neglect, and exploitation;
 - m. the number of reported and confirmed cases of rights violations;
 - n. the number of restraints and seclusions used;
 - o. the number of emergency medications used;
 - p. the number of serious injuries; and
 - q. the number of deaths in accordance with 25 TAC §415.272 (Documenting, Reporting, and Analyzing Restraint or Seclusion).
- 4) All reports, documentation, and other information specified as required within this Statement of Work shall be submitted electronically to:
performance.contracts@hhsc.state.tx.us, as well as to the assigned HHSC Contract Manager.

SECTION II. 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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

ATTACHMENT A24
EDUCATION SERVICE CENTER BASED NON-PHYSICIAN
MENTAL HEALTH PROFESSIONAL (MH/ESC), VERSION 1

CONTRACT NO. HHS001324500001

GRANTEE: Abilene Regional MHRM Center d\b\ a Betty Hardwick Center

SECTION I. OVERVIEW

Grantee shall employ an individual to serve as a non-physician mental health professional (NPMHP), who shall be a mental health and substance use resource for school districts located in the region served by a regional education service center (ESC). The definition of an NPMHP is included within Texas Health and Safety Code § 571.003, and the duties of an NPMHP are outlined in Texas Education Code § 8.155.

SECTION II. GRANTEE RESPONSIBILITIES

A. NPMHP duties include, but are not limited to:

1. Increasing awareness and understanding among Grantee and local school personnel of mental health and co-occurring mental health and substance use disorders;
2. Assisting local school personnel with implementing initiatives related to mental health or substance use under state law, rules, or local agreements/ordinances;
3. Ensure local school personnel are aware of the recommended, best practice-based programs and research-based practices developed under Texas Health and Safety Code § 161.325 (Mental Health Promotion and Intervention, Substance Abuse Prevention and Intervention and Suicide Prevention); and
4. Ensure local school personnel are aware of other public and private mental health and substance use prevention, treatment, and recovery programs available in the school district, including evidence-based programs administered by a local mental health authority (LMHA), local behavioral health authority (LBHA), HHSC or other possible public private mental health providers that support school districts, students and families;
5. Monthly, the NPMHP must:
 - a. Facilitate the provision of mental health first aid training;
 - b. Facilitate the provision of training regarding the effects of grief and trauma and providing support to children with intellectual or developmental disabilities who suffer from grief or trauma; and
 - c. Facilitate the provision of training on prevention and intervention programs that have been shown to be effective in helping students cope with pressures to use alcohol, cigarettes, or illegal drugs or misuse prescription drugs.

B. Grantee shall enter into an agreement with the regional ESC to provide the services outlined in this Statement of Work. Such agreement must include the annual cost-recovery fee as outlined in Texas Education Code § 8.153 (Interagency Collaboration; Memorandum of Understanding).

C. Grantee shall collect a monthly activity and evaluation report from the NPMHP using Form R, and submit Form R according to the schedule defined in Information Item S, Submission Calendar, both of which are 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. Grantee shall compile a monthly report to submit annually to HHSC's Contract Manager within the timeframe specified in Form W, incorporated by reference and posted at:

HHSC Contract No. HHS001324500001

**ATTACHMENT A24
EDUCATION SERVICE CENTER BASED NON-PHYSICIAN
MENTAL HEALTH PROFESSIONAL (MH/ESC), VERSION 1**

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

SECTION III. PAYMENT METHOD

Grantee will be paid using a quarterly allocation method. The quarterly allocation must be used to cover the salary, benefits, and associated operational expenses of the NPMHP program.

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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

**ATTACHMENT A25
POST-DISCHARGE MEDICATIONS FOR CIVIL COMMITMENTS (MH/PDMCC),
VERSION 1**

CONTRACT NO. HHS001324500001

GRANTEE: Abilene Regional MHMR Center d/b/a Betty Hardwick Center

The Post-Discharge Medications for Civil Commitments project is designed to support Grantee's requirement to provide or pay for psychoactive medication and any other medication prescribed to a qualified individual, as defined below, to counteract adverse side effects of psychoactive medication.

SECTION I. GRANTEE RESPONSIBILITIES

- A. Grantee shall develop and deploy policies and procedures to provide or pay for medication(s) for individuals court-ordered for mental health treatment and discharging from private psychiatric beds (MH/PPB) and community mental health hospital (MH/CMHH) beds in compliance with Texas Health and Safety Code Chapter (THSC) 574, Subchapter F, *et seq.* (Furlough, Discharge, and Termination of Court-Ordered Mental Health Services).
 - 1. THSC Chapter 574, Subchapter F only applies to individuals court-ordered for mental health treatment who are scheduled to be furloughed or discharged from a subcontracted MH/PPB or MH/CMHH facility. It excludes individuals on Emergency Detention, THSC, Chapter 573, *et seq.*, and excludes individuals on Orders of Protective Custody, THSC, Chapter 574, Subchapter B, *et seq.*
 - 2. THSC Chapter 574, Subchapter F requires the provision of psychoactive medication, and any other medication to counteract adverse side effects of psychoactive medication, to patients as outlined in their continuing care plan.
- B. Grantee shall utilize the funds allocated under this Statement of Work to provide for seven days of medication(s) to individuals prior to furlough or discharge from a subcontracted MH/PPB or MH/CMHH facility.

SECTION II. FUNDING

- A. Funds allocated provide or pay for psychoactive medications, as specified in Texas Health and Safety Code Chapter 574, Subchapter F, are subject to change each fiscal year.
- B. Once Grantee exhausts funds allocated under this Statement of Work, Grantee no longer has to provide or pay for medication(s) under this Statement of Work.
- C. Grantee shall report the expenditure of funding allocated under this Statement of Work using Form AA, and on a schedule outlined in Information Item S, Submission Calendar, both of which are 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>.

SECTION III. PAYMENT METHOD

Quarterly allocations.

**ATTACHMENT A25
POST-DISCHARGE MEDICATIONS FOR CIVIL COMMITMENTS (MH/PDMCC),
VERSION 1**

**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 D, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).

HEALTH AND HUMAN SERVICES
Contract Number HHS001324500001
Attachment B CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

- 1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

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

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Abilene Regional MHMR Center

Legal Name of Contractor


Betty Hardwick Center

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Taylor, Jones, Callahan, Shackelford, Stephens

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:

6133A8FA2931404

August 16, 2023

Signature of Authorized Representative

Date Signed

Jennifer K Goode

CEO

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

2616 S Clack,

Abilene, Tx 79606

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

3256905133

3256905136

Phone Number

Fax Number

jgoode@bettyhardwick.org

625999326

Email Address

DUNS Number

751377658

17513776587

Federal Employer Identification Number

Texas Identification Number (TIN)

751377658

751377658

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

KQKEHG7ABEE8

SAM.gov Unique Entity Identifier (UEI)

ATTACHMENT C



TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.2

Published and Effective – July 2022

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or 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 Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement 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.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right 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.

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[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 rules, policies, and guidelines.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[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 Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

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 Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) 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 Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. 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.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee 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. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Texttravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal 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 Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement 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 Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement 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 during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

- 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 Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee’s repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
 - i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee’s fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal

threshold amount includes federal funds passed through by way of state agency awards.

- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
- Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; 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 Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 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. Grantee and Grantee'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, Grantee 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. Grantee 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 Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee 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 Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement (“**Incorporated Pre-existing Works**”), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee 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. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee 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 or governmental purposes only, 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 to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee 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 Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee 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. Grantee 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 Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- 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. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee 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 Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE 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 Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee 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. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable.

Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee 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 Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement 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, Grantee and any of Grantee'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 Grant Agreement. If the Grant Agreement 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, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, 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, Grantee shall produce original documents related to this Grant Agreement.
- 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. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee 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 Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement 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.

8.5 CONFIDENTIALITY

Grantee 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's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, 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.

9.3 TERMINATION FOR CAUSE

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

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.**

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM**

AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

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

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
- i. Prohibiting 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;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee 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. Grantee 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, Grantee 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, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee 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 Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt,

obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement 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 Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement 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.

11.8 SUBCONTRACTORS

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

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement 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 Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services

under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee 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 Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement 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 Grant Agreement 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.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be 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 Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement 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 Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement 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 Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement 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.

11.15 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 Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee'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 Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee 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. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement 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. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement 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.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee 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.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement 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 Grant Agreement 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 Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement 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 Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with 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. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - 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 Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced 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 aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to 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 contractor 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. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - D. Grantee agrees to 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: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>.
 - E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
 - F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
 - G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
 - HHSC Civil Rights Office
 - 701 W. 51st Street, Mail Code W206
 - Austin, Texas 78751
 - Phone Toll Free: (888) 388-6332
 - Phone: (512) 438-4313
 - Fax: (512) 438-5885
 - Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. 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.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or

pending involving the Grantee. “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 Grantee 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 Grant Agreement 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 Grantee’s financial condition.

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

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement 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 Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

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

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

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ATTACHMENT D

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 <https://statutes.capitol.texas.gov/> 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 TxGMS. 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 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.

ATTACHMENT D

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

- 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, as applicable, 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 services.
- 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 Directed Payment Program for Behavioral Health Services (DPP-BHS)

Performing Agency may expend general revenue to obtain federal financial participation under the DPP-BHS for activities in accordance with this agreement and 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 TxGMS and 2 CFR 200 are allowable costs under this Contract.

ATTACHMENT D

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 Indirect Costs

Performing Agency will expend no more than Performing Agency's System Agency-acknowledged or approved indirect cost rate (ICR), incorporated as Attachment I, on indirect costs under this Contract.

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* (21st 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:

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C. Selection of Auditor

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

HHSC may require Performing Agency to complete a single audit or program-specific audit. To the extent directed by HHSC, Local Government will complete the Single Audit Status Registration Form located at:

https://hhsportal.hhs.state.tx.us/heartwebextr/public/project_hhsc_sau?methodToCall=loadExternalProject.

If the Single Audit Status Registration Form is not completed within thirty (30) days after notification by HHSC 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, which can be accessed at https://hhsportal.hhs.state.tx.us/publicHelpGuide/Content/16_CARE/CAREWebCARE%20Reference%20Manual.htm.

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.

ATTACHMENT D

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

- 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. 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, including all required data fields and values in the current version of the HHSC Community Mental Health Service Array. The HHSC Community Mental Health Service Array is incorporated by reference and is found within the General Warehouse Information, Specifications subfolder using the following link: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>;
- 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;
- f. CAM report information according to the procedures, instructions and schedule established by the System Agency;
- g. if applicable, Historically Underutilized Businesses (HUB) Subcontracting Plan Prime Contractor Progress Assessment Report located at <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls> to the HHSC HUB Coordinator to HHSCHUB@hhs.texas.gov;
- h. expenditures for Title XX and TANF transfer to Title XX intended use, on the form provided by the System Agency; and
- i. as necessary and as requested by System Agency, all other submissions.

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

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.

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 TxGMS, 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 TxGMS. 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

ATTACHMENT D

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

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.

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 General Appropriations Act.

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>

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.

ATTACHMENT D

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

- 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 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 without prior System Agency approval, 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 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;
 - b. submitting reports, forms, or other required information by the due date outlined in Information Item S (Submission Calendar), or in its required format as follows:
 - i. a rate of 95% of all submissions, other than Report III-IV, by state fiscal year half (*i.e.*, First Half: September through February, and Second Half: March through August); and
 - ii. each instance of Report III-IV.
 - 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. complying with each rule as required; or

ATTACHMENT D

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

- h. complying with any other requirement, outside of submission of reports, forms, or other required information, or meeting a service target or performance measure within 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 sanction imposed. System Agency may also withhold funds available under this Contract, active or expired, in amounts necessary to fulfill Performing Agency's repayment obligations.

ATTACHMENT E

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.

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.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> 	<p>TITLE</p> <p>CEO</p>
<p>APPLICANT ORGANIZATION</p> <p>Abilene Regional MHMR Center dba Betty Hardwick Center</p>	<p>DATE SUBMITTED</p> <p>August 16, 2023</p>

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 Center dba Betty Hardwick Center

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Jenny Middle Name:

* Last Name: Goode Suffix:

* Title: CEO

* SIGNATURE:


DocuSigned by:
Jenny Goode
6432A8FA2034404

* DATE: August 16, 2023

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor: Abilene Regional MHMR Center dba Betty Hardwick Center	FFATA Contact # 1 Name, Email and Phone Number: Chris Mabry cmabry@bettyhardwick.org 325-690-5118																																						
Primary Address of Contractor: 2616 S. Clack Abilene Texas 79606	FFATA Contact #2 Name, Email and Phone Number: Jenny Goode jgoode@bettyhardwick.org 325-690-5133																																						
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Printed Name of Authorized Representative Jenny Goode	Signature of Authorized Representative DocuSigned by:  <small>6133A8FA2931404...</small>
Title of Authorized Representative CEO	Date August 16, 2023

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes," skip questions "A," "B," and "C" and finish the certification.
If your answer is "No," answer questions "A" and "B."

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B," you must answer question "C."
If your answer is "No" to either question "A" or "B," skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

**ATTACHMENT H
DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”), effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Confidential Information**” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or

that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information

privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk.

CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in*

motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Texas Business and Commerce Code Chapter 521; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, **or in a timeframe otherwise approved by HHS in writing**, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection,

claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Oversight of Confidential Information*

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Limitation of Liability*

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR will defend and hold harmless HHS and its Workforce against all actual and direct losses suffered by HHS and its Workforce arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members

of its Workforce, including, but not limited to, the costs of required notices and mitigation of a breach and any fines or penalties imposed on HHS by any regulatory authority.

Section 6.08 *Insurance*

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA and under which policy HHS is added as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **202** .

DATE: _____



TEXAS
Health and Human Services

HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001324500001

ATTACHMENT H1

TEXAS HHS SYSTEM DATA USE AGREEMENT
Attachment 2: Security and Privacy Inquiry (SPI)



Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

<p>1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.</p>	<p align="right"> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>
<p>2. Entity or Applicant/Bidder Legal Name</p>	<p>Legal Name: Abilene Regional MHRM Center Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:</p>
<p>3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.</p>	<p>Total Employees:</p>
<p>4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")</p>	<p>Total Subcontractors:</p>
<p>5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)</p>	<p>A. Security Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:</p> <p>B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:</p>

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)

- Health Insurance Portability and Accountability Act (HIPAA) data
- Criminal Justice Information Services (CJIS) data
- Internal Revenue Service Federal Tax Information (IRS FTI) data
- Centers for Medicare & Medicaid Services (CMS)
- Social Security Administration (SSA)
- Personally Identifiable Information (PII)

HIPAA

CJIS

IRS FTI

CMS

SSA

PII

Other (Please List)

7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))

Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.

A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.

Total #
(Sum a-d)

0

a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.

b. Servers. Number of Servers that are not in a data center or using Cloud Services.

c. Cloud Services. Number of Cloud Services in use.

d. Data Centers. Number of Data Centers in use.

8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:

Select Option
(a-d)

a. 499 individuals or less

b. 500 to 999 individuals

c. 1,000 to 99,999 individuals

d. 100,000 individuals or more

- a.
 b.
 c.
 d.

9. HIPAA Business Associate Agreement

a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?

- Yes
 No

b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)

- Yes
 No
 N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'

a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?

- Yes
 No
 N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? 	<p><input type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p>No Electronic Systems</p> <p><input type="checkbox"/></p>
<p>For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.</p>	
<p>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</p> <ul style="list-style-type: none"> a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

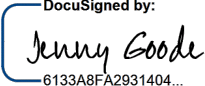
<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature  <small>6133A8FA2931404...</small>	3. Title CEO	4. Date: August 16, 2023
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To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: <input type="checkbox"/> DFPS: <input type="checkbox"/> DSHS: <input type="checkbox"/>	Requesting Department(s):											
Legal Entity Tax Identification Number (TIN) (Last four Only): <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="background-color: #cccccc;"> </td> <td style="background-color: #cccccc;"> </td> <td style="background-color: #cccccc;"> </td> <td style="background-color: #cccccc;"> </td> <td style="background-color: #cccccc;"> </td> <td style="background-color: #cccccc;"> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>											PO/Contract(s) #:	
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
Initial Notice of Breach must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>. If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.



TEXAS
Health and Human Services

HEALTH AND HUMAN SERVICES COMMISSION

CONTRACT NO. HHS001324500001

ATTACHMENT I

INDIRECT COST RATE LETTER



TEXAS
Health and Human
Services

Dr. Courtney N. Phillips
Executive Commissioner

February 7, 2020

Mr. Chris Mabry
Betty Hardwick Center
2616 South Clark St.
Abilene, TX. 79606

Re: Indirect Cost Rate Acknowledgement
TIN: 17513776587

Dear Mr. Mabry:

Thank you for your submission of the Indirect Cost Rate Questionnaire and related documentation for review and consideration by the Health and Human Services (HHS) Indirect Cost Rate Group. The questionnaire has been reviewed using criteria established by HHS COS and 2 Code of Federal Regulation (CFR) 200.

HHS approves the use of the 10% De Minimis based on your certification that your organization has never received a negotiated indirect cost rate.

The 10% De Minimis rate must be applied consistently across all awards unless there are grant or statutory restrictions. Any changes which may affect the eligibility to use the rate must be reported to HHS within 30 days of the change (i.e., obtaining a federally or other state agency negotiated indirect cost rate).

HHS acknowledges the Indirect Cost Rate listed below:

Type of Rate	Indirect Cost Rate	Rate Effective Period
De Minimis	10% of the Modified Total Direct Cost	9/1/2019 - Indefinite

Acknowledgement of the rate is based on the condition that the information provided by your organization is accurate.

Mr. Chris Mabry
February 7, 2020
Page 2

If you have any additional questions, submit a Technical Assistance request via the [COS Grantee Landing Page](#).

Sincerely,

A handwritten signature in cursive script that reads "Racheal Kane".

Racheal Kane | Federal Funds Director
Health and Human Services Commission
4900 N. Lamar Blvd. | Austin, Texas 78751
Office: (512) 424-6663 | Cell: (512) 466-4665
racheal.kane@hpsc.state.tx.us

bcc: Christina Lundy, Manager
Indirect Cost Rate Group Manager
Federal Funds

bcc: Shirley Rocha, Contract Manager
Medical & Social Services
Health, Development and Independence Services

bcc: Janene Roch, Manager
Medical & Social Services
Health, Development and Independence Services

bcc: Judith Tyler, Manager
Medical & Social Services
Behavioral Health Services

bcc: Chris Dickinson, Director
Medical & Social Services
Behavioral Health Services



Section 1: Organization Information

Organization Name:	Betty Hardwick Center
Texas Identification Number (TIN):	17513776587
Fiscal Year End Date: (mm/dd)	08/31
Address Line 1:	2616 S. Clack St.
Address Line 2:	Abilene, TX 79606
Address Line 3:	
Phone Number:	325.690.5118

Section 2: Certification of *de minimis* Indirect Cost Rate

An award recipient that proposes to use federal grant funds to pay for indirect costs but has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of its modified total direct costs (MTDC) which may be used indefinitely. (2 CFR § 200.414) In order to charge a de minimis rate of 10% of its MTDC, the award recipient should submit this certification form to Contract Oversight and Support

I certify that Betty Hardwick Center meets the following eligibility criteria and agrees to the following conditions in order to use the 10% de minimis indirect cost rate:

1. The award recipient has never received a federally or state negotiated indirect cost rate for any federal or state awards.
2. If the award recipient is a governmental entity, the award recipient has received less than \$35 million in direct federal funding for the fiscal year requested. A governmental award recipient will inform HHS any time more than \$35 million is anticipated to be received during a single fiscal year.
3. The award recipient will inform HHS upon submission of an indirect cost rate proposal to a federal or state awarding agency, or upon the receipt of a negotiated indirect cost rate from a federal or state awarding agency.
4. The de minimis rate approved will be applied to Modified Total Direct Cost (MTDC). This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under



TEXAS
Health and Human Services

Certificate of Indirect Costs

De Minimis Indirect Cost Rate

Section 2: Certification of *de minimis* Indirect Cost Rate

the award); excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5. The project costs will be consistently charged as either indirect or direct and will not be double charged or inconsistently charged as both.
6. The proper use and application of the *de minimis* rate is the responsibility of the award recipient. Health and Human Services may perform a financial monitoring review to ensure compliance with 2 CFR Part 200.

Signature: 

Signature Date: 11/13/2019

Printed Name of Official:

Chris Mabry

Title of Official:

Chief Financial Officer



Section 1: Contract Information

<input checked="" type="checkbox"/> New Contract Number HHS001324500001	<input type="checkbox"/> Amendment Number
<input type="checkbox"/> New Work Order Number 	<input type="checkbox"/> Amendment Number
Contractor Legal Business Name: Abilene Regional MHMR Center d\b\ a Betty Hardwick Center	
Total Contract Value (Including Renewals) \$14,026,940.00	Note: Contract value is defined as the estimated dollar amount that the agency may be obligated to pay pursuant to the contract and all executed and proposed amendments, extensions and renewals of the contract.
Requesting Agency/Program HHSC/MSS/BHS	
Contract Manager Name Jason Graves	Contract Manager Email jason.graves@hhs.texas.gov
Contract Manager Phone 512-206-5926	
Purchaser/Buyer Name 	Purchaser/Buyer Email
Purchaser/Buyer Phone 	

Section 2: CAPPs Approvals

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPs Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval; legal approval may be provided by email for boilerplate template contracts. All contract-specific approvers, *except for the contract signatory who will review and approve in DocuSign*, must be listed in this section to approve the contract in CAPPs Financials. CAPPs approvals must occur in the order listed below.

Is this a legal approved boilerplate template? Yes No If "Yes" attach Proof of Approval

	Approver Title	Approver Name	Approver E-mail Address
1.	Director	Christopher Dickinson	christopher.dickinson@hhs.texas.gov
2.	Budget Analyst	Linda Vias	linda.vias@hhs.texas.gov
3.	Attorney	DeAnne Z. Cummings-Scott	deanne.cummings-scott@hhs.texas.gov
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

DocuSign Routing Path Begins

Section 3: Internal Required DocuSign Review and Approvals

In addition to the approvals in Section 2 the following approvers are needed consistent with the chart below.

HHSC Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov

\$20,000,000 and over

Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

OLG Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov

\$20,000,000 and over

Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

DSHS Contracts

\$20,000,000 up to \$49,999,999

Approver	Name	E-mail Address
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
DSHS General Counsel	Cynthia Hernandez	Cynthia.Hernandez3@hhs.texas.gov

\$50,000,000 and over

System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov



Section 4: DocuSign Signatories

Signatory	Name	E-mail Address
Contractor Signature Authority	Jenny Goode	jgoode@bettyhardwick.org
Additional Contractor Signature Authority*		
Contractor Signature cc	Chris Dillard	cdillard@bettyhardwick.org
HHS Signature Authority	Sonja Gaines	sonja.gaines@hhs.texas.gov
HHS Signature Authority cc	Christopher Dickinson	christopher.dickinson@hhs.texas.gov
General Inbox cc	Performance Contracts	performance.contracts@hpsc.state.tx.us

* If adding an additional contractor signature authority, please provide instructions on which documents need to be completed by this individual.

INSTRUCTIONS**PURPOSE**

To direct HHS contracts, work orders, amendments, renewals, and extensions through the routing and approval process.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPs Financials approval routing and for DocuSign contract signature routing. Program area shall adhere to any HHS Circular-046 requirements to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA").

PROCEDURE TO COMPLETE PCS 515**Section 1: To be completed by Program.**

This section contains necessary contract information.

Section 2: To be completed by Program.

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPs Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval. All contract-specific approvers, ***except for the contract signatory who will review and approve in DocuSign***, must be listed in this section to approve the contract in CAPPs Financials. CAPPs approvals must occur in the order listed in Section 2.

DocuSign Routing Path Begins**Section 3: Required Approvals.**

This section contains all required Office of Chief Counsel and Chief Financial Officer approvals based on contract value.

Section 4: To be completed by Program.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

Document Approval Status

SetID HHSTX

Contract ID HHS001324500001

Supplier ABILENE REGIONAL MHMR CENTER

▼ Review/Edit Approvers

Contract Document Approval

▼ :Approved

Contract Document Approval

Approved ✓ Dickinson, Christopher Michael Contract Manager/Buyer 08/03/23 - 5:13 PM	→	Approved ✓ Vias, Linda Inserted Approver 08/04/23 - 7:33 AM
---	---	---

Submit for Approval

[Return to Document Management](#)

From: [Cummings-Scott,DeAnne Z \(HHSC\)](#)
To: [Dickinson,Christopher M \(HHSC/DSHS\)](#)
Subject: RE: LMHA Perf Agmts (FY24-FY25) -- Revisions to Signature Document and Attachment D (Aug-3-2023)
Date: Thursday, August 3, 2023 1:19:55 PM
Attachments: [image001.png](#)
[image002.png](#)

Hello, Christopher. Thank you for speaking with me.

1. I don't need to review the contracts piecemeal; and
2. I incorporated the change that Andy instructed, so the boilerplates are ready to go.

Please let me know if there's anything I can do to help.

Best regards.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
[OCC SharePoint](#) | www.hhs.texas.gov | www.dshs.texas.gov



This message may contain confidential information. If you received this message in error, please notify me immediately and then delete the message.

From: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Sent: Thursday, August 3, 2023 12:17 PM
To: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Subject: RE: LMHA Perf Agmts (FY24-FY25) -- Revisions to Signature Document and Attachment D (Aug-3-2023)

Got it. Two items, 1) do you want to review and approve the contracts in CAPPS FIN, and 2) can I assume that Mr. Marker has reviewed the contract and we're good to start routing the contract in DocuSign now?

Christopher Dickinson, M.A.
Director, Mental Health Contract Management Unit
Office: 512.206.5025 Cell: 512.247.8192 Fax: 512.206.5307
mailto: christopher.dickinson@hhs.texas.gov



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From: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Sent: Thursday, August 3, 2023 11:12 AM
To: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Subject: LMHA Perf Agmts (FY24-FY25) -- Revisions to Signature Document and Attachment D (Aug-3-2023)

Good morning, Christopher. My managers made a few minor revisions to the Signature Document. I made only one change in Attachment D, and that was to the title of Section 3.03 – *i.e.*, from **INDIRECT Costs** to **Indirect Costs**.

Again, I apologize for any inconvenience. Please let me know if you need anything from me.

Best regards.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
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From: Cummings-Scott,DeAnne Z (HHSC)
Sent: Tuesday, August 1, 2023 6:26 AM
To: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Subject: LMHA Perf Agmts (FY24-FY25) -- Modifications to Attachment D

Good morning, Christopher. I'll need to compare the original text with the proposed modifications, but I don't foresee myself objecting unless the modifications seem unreasonable. In any event, Attachment D is more of a Program-specific document. Program is not averse to the changes, so I probably won't be either (unless, you know...).

I both forgot, and neglected to mention, that these boilerplates would be subject to Andy's approval: first, because they involve considerable sums of money, and second, because they contain modifications to the Contract Affirmations and UTCs. The review/approval process should be quick, however, since the boilerplate isn't much different from the previous version and the proposed modifications previously were approved for another local governmental entity.

I'll review the modified Attachment D today and let you know my thoughts.

Best regards,



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
[OCC SharePoint](#) | www.hhs.texas.gov | www.dshs.texas.gov



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From: Dickinson, Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Sent: Monday, July 31, 2023 4:28 PM
To: Cummings-Scott, DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Subject: RE: LMHA Perf Agmts (FY24-FY25) --ILC vs Grant Agmt

Our vendor community has requested a couple of changes to Attachment D (LMHA Special Conditions). See track changes in Sections 3.03 and 7.09(b)(2). We programmatically approve of the changes, but I wanted to ensure you're also ok with the changes.

Christopher Dickinson, M.A.
Director, Mental Health Contract Management Unit
Office: 512.206.5025 Cell: 512.247.8192 Fax: 512.206.5307
mailto: christopher.dickinson@hhs.texas.gov



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From: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>

Sent: Friday, July 14, 2023 3:35 PM

To: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>

Subject: LMHA Perf Agmts (FY24-FY25) --ILC vs Grant Agmt

Good afternoon, Christopher. I understand why the LMHAs would prefer to continue using the documents they've used in the past. However, this is a record-keeping issue for HHSC.

The terms and conditions in the grant agreement documents are derived from federal law, agency policy, best practices, and application over time. HHSC isn't purchasing goods and services from the LMHAs, so the LMHAs aren't "contractors." They are "grantees" to which HHSC is transferring funds so that they may carry out a public purpose.

Aligning the transactional documents with the underlying reality is administratively necessary for HHSC, inasmuch as it contributes to more accurate record-keeping.

Your explanation was both clear and thorough. Please let me know if you need my assistance.

Have a pleasant evening and an enjoyable weekend.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
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From: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>

Sent: Friday, July 14, 2023 12:17 PM

To: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>

Subject: RE: LMHA Perf Agmts (FY24-FY25) -- Revised Sign Doc (with Modified UTCs and Affirm'ns)

See attached. Our vendor/grantee community is questioning the shift from the interlocal templates (signature page and govt entity UTCs) to grantee. I've tried to explain as best I could; however, they may ask for an

expanded explanation or attempt to negotiate further. I may need your assistance if they escalate this issue. Please let me know if you have any feedback; otherwise, I'll contact you if I hear back from them after they've had time to digest my response. I don't want this to slow contract development and extend beyond 9/1. We'll have significant problems if it does.

Christopher Dickinson, M.A.

Director, Mental Health Contract Management Unit
Office: 512.206.5025 Cell: 512.247.8192 Fax: 512.206.5307
mailto: christopher.dickinson@hhs.texas.gov



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From: Cummings-Scott, DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Sent: Friday, July 7, 2023 10:30 AM
To: Dickinson, Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Subject: LMHA Perf Agmts (FY24-FY25) -- Revised Sign Doc (with Modified UTCs and Affirm'ns)

Good morning, Christopher. See attached for a revised Signature Document that incorporates the requested modifications.

Please let me know if I can help with anything else.

Have a pleasant day and an enjoyable weekend.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
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From: Dickinson, Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Sent: Thursday, July 6, 2023 6:47 PM
To: Cummings-Scott, DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Subject: RE: LMHA Performance Agreements (FY24-FY25) -- Changes to UTCs and Affirmations

Those are the only two within the UTCs and Contract Affirmations that they've recently taken exception to. I feel certain we'll be fine if we account for the two modifications in the contract's signature document.

Christopher Dickinson, M.A.

Director, Mental Health Contract Management Unit
Office: 512.206.5025 Cell: 512.247.8192 Fax: 512.206.5307
mailto: christopher.dickinson@hhs.texas.gov



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From: Cummings-Scott, DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Sent: Thursday, July 6, 2023 6:06 PM
To: Dickinson, Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Subject: LMHA Performance Agreements (FY24-FY25) -- Changes to UTCs and Affirmations

Good evening, Christopher. I found that these provisions were approved in the past. I'll incorporate them into the Signature Document.

Before I revise the Signature Document, however, please let me know whether the LMHAs were concerned about any of the other provisions.

Thank you.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
[OCC SharePoint](#) | www.hhs.texas.gov | www.dshs.texas.gov



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From: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>

Sent: Thursday, July 6, 2023 10:04 AM

To: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>

Subject: RE: LMHA Performance Agreements (FY24-FY25) -- Review Completed

All of the grantees are local government units, and a few won't accept a couple of provisions within the Grantee UTCs and Contract Affirmations files. Can you help guide me on an appropriate location to add the following provisions? We could add an exception section to the grantee signature document or incorporate them into the LMHA Special Conditions document.

1. **ATTACHMENT B, CONTRACT AFFIRMATIONS, v. 2.2.** of this Contract is revised as follows:

SECTION 55. FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW, is deleted in its entirety and replaced with the following:

As applicable, Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

2. Article X, Indemnity, of **ATTACHMENT C-UNIFORM TERMS AND CONDITIONS-GRANT v.3.2** is hereby deleted in its entirety.

Christopher Dickinson, M.A.

Director, Mental Health Contract Management Unit

Office: 512.206.5025 Cell: 512.247.8192 Fax: 512.206.5307

mailto: christopher.dickinson@hhs.texas.gov



www.MentalHealthTX.org

From: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>

Sent: Saturday, July 1, 2023 8:08 PM

To: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>

Subject: LMHA Performance Agreements (FY24-FY25) -- Review Completed

Good evening, Christopher. I've completed my review. Only a fraction of the documents were changed, and those are the only ones that are appended to this message. See attached for the Signature Document and two archived folders. The majority of changes were made in the Signature Document and Attachment A01 (Performance Contract Notebook). They're all in redline.

One folder contains the altered boilerplate SOWs. To those, I added Attachment H1 (Texas HHS System Data Use Agreement Attachment 2, Security and Privacy Inquiry (SPI)) because it's a component of the HHS DUA (Attachment H). I also prepared two cover sheets: one for Attachment H1, because it couldn't be labeled on its face, and another for Attachment I (should you find it useful). The other folder contains the altered individualized SOWs. The alterations to the documents in both folders were mostly non-substantive.

Please let me know if you need anything else from me.

Best regards.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
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From: Dickinson, Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Sent: Wednesday, June 21, 2023 8:30 AM
To: Cummings-Scott, DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Subject: RE: LMHA Performance Agreements (FY24-FY25) -- Missing Attachments

Any update on the progress for these agreements?

Christopher Dickinson, M.A.
Director, Mental Health Contract Management Unit
Office: 512.206.5025 Cell: 512.247.8192 Fax: 512.206.5307
mailto: christopher.dickinson@hhs.texas.gov



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From: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Sent: Wednesday, April 12, 2023 8:57 AM
To: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>; HHS OCC Legal System Contracting <OCC_Legal_SystemContracting@hhsc.state.tx.us>
Subject: RE: LMHA Performance Agreements (FY24-FY25) -- Missing Attachments

Thanks again. I didn't want to make any assumptions.

Have an exceptional day.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
[OCC SharePoint](#) | www.hhs.texas.gov | www.dshs.texas.gov



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From: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Sent: Wednesday, April 12, 2023 8:47 AM
To: Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>; HHS OCC Legal System Contracting <OCC_Legal_SystemContracting@hhsc.state.tx.us>
Subject: RE: LMHA Performance Agreements (FY24-FY25) -- Missing Attachments

I can't figure out why files fail to save as an attachment when submitting via the legal services portal. Please use the attached zipped file; it contains everything you need. You don't need to use what Michael sent you. Will sending a meeting invite shortly.

Christopher Dickinson, M.A.
Director, Mental Health Contract Management Unit
Office: 512.206.5025 Cell: 512.247.8192 Fax: 512.206.5307
mailto: christopher.dickinson@hhs.texas.gov



www.MentalHealthTX.org

From: Cummings-Scott, DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Sent: Wednesday, April 12, 2023 8:05 AM
To: Dickinson, Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>; HHS OCC Legal System Contracting <OCC_Legal_SystemContracting@hhsc.state.tx.us>
Subject: RE: LMHA Performance Agreements (FY24-FY25) -- Missing Attachments

Christopher, Michael sent me the attached e-mail a few weeks ago.

Please let me know whether the attached folders contain the documents that were supposed to accompany my assignment.

Thanks again.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
[OCC SharePoint](#) | www.hhs.texas.gov | www.dshs.texas.gov



This message may contain confidential information. If you received this message in error, please notify me immediately and then delete the message.

From: Cummings-Scott, DeAnne Z (HHSC)
Sent: Wednesday, April 12, 2023 7:38 AM
To: HHS OCC Legal System Contracting <OCC_Legal_SystemContracting@hhsc.state.tx.us>; Dickinson, Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>
Subject: LMHA Performance Agreements (FY24-FY25) -- Missing Attachments

Good morning, Christopher. Your request didn't contain a ZIP folder, nor did I see any attachments in the portal.
Please provide the attachments at your earliest convenience.

We can meet this Friday morning at a time of your choice. Your calendar shows

that you're available from 10:00 am through 12:00 noon.
Please reply with a meeting invitation.

Thank you.



DeAnne Z. Cummings-Scott | Attorney
Office of Chief Counsel | System Contracting Department
Office: 512-487-3420
[OCC SharePoint](#) | www.hhs.texas.gov | www.dshs.texas.gov



This message may contain confidential information. If you received this message in error, please notify me immediately and then delete the message.

From: HHS OCC Legal System Contracting <OCC_Legal_SystemContracting@hhs.state.tx.us>
Sent: Tuesday, April 11, 2023 8:38 AM
To: Dickinson,Christopher M (HHSC/DSHS) <Christopher.Dickinson@hhs.texas.gov>; Cummings-Scott,DeAnne Z (HHSC) <DeAnne.Cummings-Scott@hhs.texas.gov>
Subject: FW: FY24-FY25 LMHA Performance Agreement

This request is being assigned to DeAnne Cummings-Scott.

From: HHSC SharePoint <Sharepoint@hhs.state.tx.us>
Sent: Monday, April 10, 2023 8:59 PM
To: HHS OCC Legal System Contracting <OCC_Legal_SystemContracting@hhs.state.tx.us>
Subject: FY24-FY25 LMHA Performance Agreement

Individual Submitting this Email

Name: Dickinson,Christopher M (HHSC/DSHS)
Title: Director
Telephone Number: 512-206-5025
Email Address: Christopher.Dickinson@hhs.texas.gov

Procurement/Contract Information

Requisition Number:
Solicitation Number:
Contract Number: Multiple/Bloiletplate

Purchaser Name:

Title:
Telephone Number:
Email Address:

Contract Manager Name: Dickinson, Christopher M (HHSC/DSHS)
Title: Director
Telephone Number: 512-206-5025
Email Address: Christopher.Dickinson@hhs.texas.gov

Project Type: New Contract – ILC
Other Details (if applicable):

Project Description: Please assign this review to DeAnne Cummins-Scott. Requesting legal review of contract templates supporting FY24-FY25 Local Mental Health Authority Performance Agreement. Attached is a zipped file with boilerplate and individualized contract documents. I've included both an interlocal and grantee signature page. This contract group has traditionally used the interlocal signature page and government entity UTCs. I prefer to continue using these documents; however, Ms. Cummings-Scott requested to use the grantee signature document. I'll discuss the rationale for including both directly with Ms. Cummings-Scott. Please let me know if you'd like a meeting to orient you to the contract's historical organization and our approach to developing this vital group of contracts.

Total Procurement or Contract Value: \$1432005218

Funding Source(s): Genral Revenue, Mental Health Block Grant, Title XX/Social Services Block Grant,

If there are any established deadlines, please identify them and state the bases for the deadlines: Contract Execution on or before 09/01/2023.

Program Information

Requesting Agency: HHSC
Requesting Division/Department: CPSO - Intellectual and Developmental Disability and Behavioral Health Services
Requesting Program: Behavioral Health Services

Program Contact Name: Dickinson, Christopher M (HHSC/DSHS)
Phone Number: 512-206-5025
Email Address: Christopher.Dickinson@hhs.texas.gov

[Click here to see additional details](#)

Certificate Of Completion

Envelope Id: 21F7130C90E042B08119CFE22AF1CD86	Status: Completed
Subject: New \$14,026,940.00; HHS001324500001; Abilene Regional MHMR Center; HHSC/MSS/BHS	
Procurement Number:	
Source Envelope:	
Document Pages: 260	Signatures: 7
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 168.60.132.64

Record Tracking

Status: Original 8/8/2023 3:03:19 PM	Holder: Texas Health and Human Services Commission PCS_DocuSign@hhsc.state.tx.us	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Texas Health and Human Services Commission	Location: DocuSign

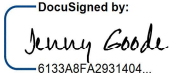
Signer Events

Signer Events	Signature	Timestamp
Trey Wood trey.wood@hhs.texas.gov Chief Financial Officer Texas Health and Human Services Security Level: Email, Account Authentication (None)	Completed Using IP Address: 167.137.1.9	Sent: 8/8/2023 3:25:09 PM Viewed: 8/11/2023 2:22:09 PM Signed: 8/11/2023 2:22:13 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Andy Marker Edward.Marker@hhsc.state.tx.us Director, System Contracting Texas Health and Human Services Commission Security Level: Email, Account Authentication (None)	Completed Using IP Address: 167.137.1.13	Sent: 8/11/2023 2:22:30 PM Viewed: 8/16/2023 10:45:21 AM Signed: 8/16/2023 10:45:24 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jenny Goode jgoode@bettyhardwick.org CEO Abilene Regional MHMR d/b/a Betty Hardwick Center Security Level: Email, Account Authentication (None)	DocuSigned by:  6133A8FA2931404...	Sent: 8/16/2023 10:45:36 AM Viewed: 8/16/2023 10:46:54 AM Signed: 8/16/2023 6:28:10 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sonja Gaines Sonja.Gaines@hhs.texas.gov NoSG Security Level: Email, Account Authentication (None)	DocuSigned by:  147CCA4134D941B...	Sent: 8/16/2023 6:28:24 PM Viewed: 8/16/2023 7:09:37 PM Signed: 8/16/2023 7:09:44 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature Adoption: Pre-selected Style
Using IP Address: 107.128.181.217

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Performance Contracts Performance.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/8/2023 3:25:10 PM
HHSC FS Budget Contracts FS_BudgetContracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/8/2023 3:25:09 PM Viewed: 8/9/2023 9:39:35 AM
Jason Graves jason.graves@hhs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/8/2023 3:25:10 PM
Chris Dillard cdillard@bettyhardwick.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/16/2023 10:45:36 AM
Christopher Dickinson Christopher.Dickinson@hhs.texas.gov Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/16/2023 6:28:24 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2023 3:25:10 PM
Certified Delivered	Security Checked	8/16/2023 7:09:37 PM
Signing Complete	Security Checked	8/16/2023 7:09:44 PM
Completed	Security Checked	8/16/2023 7:09:44 PM
Payment Events	Status	Timestamps