

**MHMR OF TARRANT COUNTY
LOCAL MENTAL HEALTH AUTHORITY (LMHA) SERVICES**

**REQUEST FOR PROPOSALS
REQUEST FOR PROPOSALS NOTICE (“RFP NOTICE”)**

My Health My Resources of Tarrant County (“MHMR”) is a community center, a local mental health authority (“LMHA”), a local behavioral health authority (“LBHA”), a local intellectual and developmental disability authority (“LIDDA”), and a unit of local government as defined by chapter 533 and 534 of the Texas Health and Safety Code.

MHMR is a Certified Community Behavioral Health Clinic (“CCBHC”). The CCBHC model is designed to deliver whole-person care through care coordination of integrated, evidence-based behavioral health services and primary care screenings.

As a result of MHMR’s commitment to improve our care quality, MHMR is accredited by the Commission on Accreditation of Rehabilitation Facilities (“CARF”). This accreditation formally recognizes that an organization is guided by internationally recognized service standards and best practices.

MHMR is seeking qualified contractors (“Respondents”) to submit Proposals to provide Community-Based Crisis Services for its Perinatal Housing and Stabilization Program for eligible patients as specified in this RFP Notice.

Contract Term:

Contract term will be effective from execution of contract between awarded Respondent(s) and MHMR and shall expire on August 31, 2027.

Renewal options may be granted contingent on funding and extension of the contract between MHMR and the Texas Health and Human Services Commission (“HHSC”).

Service Description:

Community-Based Crisis Services provide jail diversion or an alternative to hospitalization to individuals being admitted to a State Hospital 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;
4. When appropriate, reduce any unplanned use of local emergency rooms to manage behavioral health crisis; and
5. Align with the programs specified in the Statement of Work between HHSC and MHMR, Attachment A13, attached to the solicitation as **Exhibit 1**.

This RFP supports the Perinatal Housing and Stabilization Program, and Subcontractor shall be responsible for providing Perinatal Housing Stabilization and Support with the primary goal of disrupting the cycle of poverty and homelessness by providing assistance with housing, utilities,

case management, benefits enrollment, childcare, school enrollment, educational support, transportation, and employment.

MHMR is seeking a service provider that can administer the services described in the RFP at a bundled, per patient rate.

Geographic Area:

Services must be provided in Tarrant County, Texas.

Limits on Who May Submit a Proposal:

Interested parties should only submit a response if they meet all the Respondent Eligibility Requirements as listed in the RFP. All qualified parties are welcome to submit a response.

Procedure for Obtaining a Request for Proposal (RFP):

Copies of the **RFP Document** may be obtained via internet at <https://mhmrarrant.org/business-opportunities/>, or through a written request for a mailed copy or electronic copy.

Date by Which Proposals Must be Received:

Thursday, October 29, 2026 at 1:30PM

Proposals received after the above-specified deadline, unless such deadline is altered by posting of a written Addendum, will not be accepted. Such proposals will be returned to the Proposer or destroyed at MHMR's discretion and will not be considered for award.

**MHMR OF TARRANT COUNTY
LOCAL MENTAL HEALTH AUTHORITY (LMHA) SERVICES**

**REQUEST FOR PROPOSALS (“RFP”)
RFP 271001 COMMUNITY-BASED CRISIS SERVICES**

Texas Health and Human Services Commission (“HHSC”) has granted authority to MHMR to procure contracts with qualified service providers for certain services, pursuant to [26 TAC § 301.9](#).

MHMR has evaluated the need for these services and determined that MHMR’s Request for Proposal (“RFP”) procedures, in alignment with [26 TAC § 301.15\(2\)](#), are the most appropriate method of procurement.

MHMR is requesting responses to this RFP (“Proposals”) from qualified service providers (“Proposers,” “Providers,” “Respondents,” or “Subcontractors”) for the provision of Community-Based Crisis Services, as specified in this RFP.

1. Proposal Procedures

1.1 Proposal Requirements

Proposal must include:

- (1) Respondent’s name;
- (2) Respondent’s address;
- (3) Respondent’s telephone number;
- (4) Respondent’s email address;
- (5) Respondent’s type of business entity; and
- (6) All other information required by this RFP.

1.2 Complete Proposal Required

Respondents may download a copy of this RFP, may request a copy at Provider.Relations@mhmr.org, or may pick up a paper copy from MHMR’s Provider Relations team at MHMR’s administrative office, located at 3840 Hulen Street, Fort Worth, TX 76107. MHMR shall provide an RFP to any entity upon request, and MHMR shall not unreasonably eliminate or limit participation.

Respondents shall complete all required documents and attachments as specified in this RFP. Respondents must answer every question in the attached Proposal. If the question does not apply to you, you must still address the question by denoting that the question is not applicable. All supporting documentation must be attached, including the “Texas Standardized Credentialing Proposal,” which must be completed for each licensed individual providing services under this RFP. Failure to properly complete a Proposal may result in denial of your Proposal.

Successful Respondents must provide services that adhere to the stated requirements. MHMR will use a pre-defined process to review all proposals at “arms-length”, to ensure that there is no conflict of interest.

MHMR reserves the right to reject any and all Proposals, to waive technicalities, and to accept any advantages deemed beneficial to MHMR and its clients.

1.3 Proposals Submission Instructions

Proposals must be clearly and prominently labeled to include the following:

RFP 271001 COMMUNITY-BASED CRISIS SERVICES
DO NOT OPEN UNTIL THURSDAY, OCTOBER 29, 2026 AT 1:30PM

Proposals must include the original Proposal and an electronic copy of the submission (flash drive), and must be addressed to:

ATTN: Provider Relations
MHMR of Tarrant County
3840 Hulen Street
Fort Worth, TX 76107

1.4 Submission by Deadline Required

Proposals are due Thursday, October 29, 2026 at 1:30PM

Respondent shall be responsible for actual delivery or submission of the Proposal to MHMR before the advertised date and hour set for opening of solicitations, including submissions by mail. MHMR shall consider responses late if not submitted before the stated deadline, regardless of cause. If mail is delayed either in the postal service or in the internal mail system of MHMR beyond the advertised date and hour set for the solicitation opening, the Proposal will be deemed late will not be considered.

Respondent assumes the risk in submitting materials by mail. MHMR shall not be responsible for delays due to third-party system malfunctioning, power or internet outage, loss of mail, or any other reason that a proposal may arrive after the stated deadline.

Proposals must be received by MHMR's Provider Relations Department prior to the stated deadline. Proposals received after the stated deadline shall be returned or destroyed, at MHMR's discretion, and shall not be considered for award.

1.5 Changes to RFP

MHMR may make change to this RFP prior to the date of submission if prospective Respondent's are notified of changes and provided equal opportunity to respond. MHMR shall post such changes on its website at, <https://mhmrarrant.org/business-opportunities/>. Respondent is responsible for monitoring the MHMR website to ensure it has the most up-to-date information related to the solicitation. MHMR shall not be responsible for failure to provide adequate notice to a Respondent of any modification to the solicitation when it has posted such modification to its website.

1.6 Changes to Proposals

Respondents that submitted a Proposal prior to the stated deadline may amend their Proposal by re-submitting their Proposal in accordance with the submission instructions stated in this RFP.

Changes must be clearly and prominently denoted on the document and on the envelope or package.

Changes received after the stated deadline will not be considered.

1.7 Questions

Questions regarding this RFP and the Proposal process should be directed to MHMR's Provider Relations team at Provider.Relations@mhmrtc.org.

2. Award Procedures

2.1 RFP Instructions Followed and Requirements Met

To be considered for award, a Respondent must follow all the instructions and meet all the requirements specified in this RFP.

2.2 Clarification or Confirmation of Submitted Information

MHMR may obtain clarification or confirmation of all information submitted in a Proposal.

2.3 Competitive Advantage Prohibited

Neither MHMR nor Respondent shall share information that would provide any Respondent a competitive advantage.

2.4 Negotiations Available Prior to Award

MHMR may conduct negotiations with Respondent(s) to complete the procurement process or complete evaluation of Proposal(s).

In the event that only one Proposal is received that qualifies for award, MHMR and Respondent may negotiate the contract requirements as necessary to complete the procurement process.

In the event that multiple qualifying Proposals are received, MHMR may negotiate to further evaluate Proposal(s) and select Respondent(s) for award, provided no Respondent is given information that would provide a competitive advantage over other Respondent(s).

2.5 Cancellation of RFP Without Award

MHMR may cancel this RFP without award by providing written notice.

2.6 Best Value Factors and Criteria for Evaluation

MHMR may award to a single Respondent or multiple Respondents based upon a determination of best value. For this RFP, the best value factors include those selected below:

Best Value Factor	Weight
Quality/reliability of Respondent's services Extent to which services meet MHMR's needs Ability of Respondent to meet all applicable written policies, principles, and regulations	35
Total long-term cost to MHMR of acquiring Respondent's services	15
Whether Respondent can perform the contract within the term without delay or interference and ability of the Respondent to provide continuity of services	20
Whether Respondent's financial resources are sufficient to perform the contract and provide the services	15
Character, responsibility, integrity, reputation, and experience of the Respondent	15
Total Score	100

MHMR reserves the right to validate information in a Proposal using outside sources or materials.

Irrespective of this evaluation criteria, if Respondent does not provide sufficient information or evidence of its ability to provide the services or meet any specifications of this RFP, including credentialing and licensing requirements, or if MHMR determines that information submitted in a Proposal is fraudulent, MHMR may, in its sole discretion, reject Respondent's Proposal.

3. Standard RFP Terms and Conditions

3.1 Submission of Proposal Binding; Irrevocable Offer

By submitting a Proposal, Respondent agrees to all the terms and conditions of this RFP and makes an irrevocable offer for a period of one hundred-twenty (120) days after submission.

3.2 Pre-Authorization of All Services Required

All services pursuant to an awarded contract under this RFP must be pre-authorized unless otherwise specified. Pre-authorization is based on patient utilization and need, in accordance with their plan of care.

3.3 No Guarantee of Volume of Services

Acceptance of a Proposal and execution of a subsequent contract does not guarantee a minimum referral volume, does not guarantee a minimum amount or number of authorized services, and does not guarantee a minimum amount of payment.

Notwithstanding the above statement, all services that are referred and authorized shall be paid at the rates specified in a subsequently executed contract.

3.4 Confidentiality of Proposals

All information in a Proposal shall be confidential until award.

3.5 Assurances

By submitting a Proposal under this RFP, Respondent agrees and assures MHMR that

- (1) Respondent is not currently held in abeyance or barred from award of a federal or state contract; and
- (2) Respondent is currently in good standing for state tax, under [Chapter 171, Tax Code](#), pursuant to Texas Business Corporation Act, Article 2.45.
- (3) Respondent has received all addenda and attachments to the RFP as distributed by MHMR.
- (4) Respondent has not and shall not induce any person or firm to submit or not to submit a Proposal.
- (5) Respondent has no conflict of interest and meets the standards of conduct requirements pursuant to [26 TAC § 301.7](#).
- (6) Respondent accepts the terms, conditions, criteria, and requirements set forth in this RFP.
- (7) Respondent is currently in compliance or is able to comply with all applicable contractual requirements, regulatory requirements, and requirements imposed through secondary sources incorporated into this RFP.
- (8) Respondent accepts MHMR's right to alter the timetables for procurement as set forth in the RFP.
- (9) Proposal has been submitted independently without consultation, communication, or agreement for the purpose of restricting competition.

- (10) Unless otherwise required by law, the information in the Proposal has not been knowingly disclosed by Respondent to any other Respondent prior to the notice of intent to award.
- (11) Respondent is solely responsible for its own costs incurred in the preparation of the Proposal and other associated costs, and MHMR shall not be responsible for payment of these costs.
- (12) MHMR may complete background checks on Respondent staff and verify all information contained in the Proposal.
- (13) The contact information listed in the Proposal, including address for notices, is current and correct.

In addition to the foregoing, by submitting a bid, Respondent agrees that it has reviewed, understands, and agrees to MHMR's Uniform Assurances, available at https://mhmrarrant.org/wp-content/uploads/Uniform-Assurances_.pdf, the contents of which are hereby incorporated into this RFA.

3.6 Certain Actions Prohibited

Respondent is prohibited from offering any gift with a value in excess of \$10 to potential patients.

Respondent is prohibited from soliciting potential patients through direct mail, telephone, email, or any other marketing method.

3.7 Minimum Licensing and Credentialing; MHMR Credentialed Providers

By submitting a Proposal, Respondent agrees that all services specified in this RFP shall be provided by appropriately licensed and credentialed providers.

Providers may be required to undergo MHMR's credentialing process, and Respondent agrees to provide all requisite information requested by MHMR to complete this process. Providers must be at least eighteen (18) years of age and may not have a history of convictions of crimes relevant to their duties, including convictions related to:

- Sexual offences;
- Drug-related offences;
- Homicide;
- Theft;
- Assault;
- Battery; or
- Any other crime involving personal injury or threat to another person.

To the extent required by applicable contractual or regulatory requirements, services may not be authorized unless Respondent staff have successfully completed credentialing requirements, and payment of services may be contingent upon Respondent having successfully credentialed at least one (1) provider under an awarded contract.

Respondent may discharge and hire providers throughout the duration of any awarded contract. Respondent has an ongoing obligation to notify MHMR as soon as possible and in no event later than thirty (30) days when a provider is discharged or hired. Respondent will indicate in its notice

the effective date of discharge for any provider. If MHMR paid Respondent for services delivered by a discharged employee after the effective date of discharge provided in the notice, Respondent shall be responsible for repayment of such fees and shall notify MHMR immediately upon discovery of any billing errors or continued payments for discharged employees.

New providers shall be credentialed in accordance with the terms of this RFP, and Respondent shall be required to complete MHMR's credentialing process for each provider.

3.8 Citizenship and Immigration Status

Sole-Proprietor or Self-Employed Respondents must submit documentation establishing their identity and eligibility to work in the United States, in accordance with I-9 requirements. Acceptable documents include those specified on [Form I-9 Acceptable Documents](#).

Incorporated Respondents or Respondents with employees must submit a screenshot or copy of their "Maintain Company" page from the [E-Verify](#) website.

MHMR may request a screenshot of Respondent's three (3) most recent new hires as indicated by a State auditor.

3.9 MHMR Responsibilities

MHMR shall be responsible for making referrals, authorizing services, reviewing claims, and paying for appropriate, authorized services rendered by the Respondent.

MHMR oversees utilization management and quality assurance.

As applicable, the length and type of service will be determined in collaboration with the patient, patient's family (when appropriate), the Respondent, and MHMR.

All services contracted by MHMR are reviewed for effectiveness and continued value to the patient and patient's family (when appropriate). Reauthorization of any service is subject to the same review.

MHMR ensures that services are provided in accordance with applicable contractual and regulatory requirements.

3.10 Respondent Responsibilities

The Respondent shall be responsible for providing the services specified in this RFP as authorized by MHMR and specified in the patient's plan of care, as applicable.

Respondent shall maintain all records regarding services rendered to individuals referred by MHMR for the duration of the contract term and for a period of seven (7) years thereafter. Upon MHMR's request, Respondent shall allow MHMR immediate access during regular business hours to such records.

Respondent shall comply with all State and Federal laws regarding the confidentiality of patients' records and nondiscrimination, and shall complete MHMR's Business Associate Agreement (BAA) and HHSC's Data Use Agreement (DUA).

Respondent shall perform criminal history checks on employees to ensure that individuals convicted of crimes against persons, as specified in this RFP, are not allowed to work with MHMR patients.

Respondent shall obtain prior authorization, provide acceptable levels of care, maintain acceptable levels of liability insurance and appropriate licenses and accreditations.

3.11 Use of Name; Public Posting

MHMR is required to publicly list its providers under contract. As a result, MHMR may use Respondent's name, logo, and description of its facilities, care, and services in such listing without prior approval. To the extent a resulting contract with a Sole Proprietor or Self-Employed Respondent includes peer support services, Respondent affirms that, by submitting a Proposal, it is giving consent to MHMR to post its name on MHMR's website. This consent may be revoked in writing at any time.

Respondent may not use MHMR's name, logo, or other information in any marketing materials or publications without MHMR's express, written approval.

3.12 Public Information Act

MHMR is subject to the Public Information Act, [Texas Government Code Chapter 552](#). As a result, information submitted in your Proposal may be subject to disclosure. Any information contained in the Proposal that is deemed to be proprietary or confidential in nature must clearly be so designated in the Proposal. Such information may still be subject to disclosure under the Public Information Act, upon a determination from the Attorney General's Office. Respondent shall be solely responsible for asserting any arguments or claims to the Attorney General's Office to withhold its information, and a determination from the Attorney General's Office is binding.

3.13 Subcontracts

Subcontracting an awarded contract under this RFP is not permitted without express, written authorization from MHMR.

Any approved subcontractor shall be contracted under the same terms and conditions as those in this RFP and subsequent awarded contract.

As applicable, MHMR shall pay Respondent, and Respondent shall be solely responsible for distributing funds to subcontractor. MHMR shall not be liable for direct payment of a subcontractor under any circumstances.

3.14 Deviations from RFP Terms

All proposals must include the Deviation Form, which states Respondent's commitment to the provisions of this solicitation. A representative with the authority to execute contracts must sign

the Deviation Form. Any exceptions taken to the terms and conditions identified in this RFP must be expressly stated in the Deviation Form.

Listing a deviation in a Proposal is not a guarantee that such request will be accepted by MHMR. MHMR shall still consider Proposals with listed deviations, to the extent such deviations do not conflict with service provision or regulatory requirements, in MHMR's sole discretion. MHMR shall negotiate with Respondents in good faith to ensure open and fair competition.

4. Scope of Work

4.1 Description of Services

Respondents shall review the service descriptions in this RFP to confirm that its staff is qualified and properly credentialed to deliver the service.

This Section lists the service(s) subject to this RFP, the service(s) description, patient eligibility, approximate number of patients to be served, and the method of payment(s) Respondent is expected to follow when submitting a Proposal. Any external links referenced below are hereby incorporated by reference and made a part of this RFP and any resulting awarded contract.

All services are to be delivered in accordance with the referenced contractual, regulatory, and supplemental guidance

A. Program

Perinatal Housing and Stabilization Program

B. Program Description

The Perinatal Housing and Stabilization Program is a Community-Based Crisis Service, as defined by Attachment A13, Crisis Facilities (MH/CF), Version 1 from the Statement of Work between HHSC and MHMR, attached to this RFP as **Exhibit 1**, that focuses on diversion of perinatal women needing mental health support, from the Tarrant County Jail and State Hospital and Community Mental Health Hospital Systems.

C. Service Description

C.1 Community-Based Crisis Services

Community-Based Crisis Services provide jail diversion or an alternative to hospitalization to individuals being admitted to a State Hospital or Community Mental Health Hospital that:

- i. Allow individuals in behavioral health crisis to receive treatment in the most appropriate and available setting;
- ii. Minimize local law enforcement officer waiting and driving time;
- iii. Divert individuals in behavioral health crisis from the criminal justice system;
- iv. When appropriate, reduce any unplanned use of local emergency rooms to manage behavioral health crisis; and
- v. Align with the programs specified in **Exhibit 1**.

C.2 Supplementary Crisis Continuum Services

Supplementary Crisis Continuum Services are a subset of Community-Based Crisis Services. Supplementary Crisis Continuum Services are provided when necessary and as applicable to individuals in the community and jail who face unique vulnerabilities, including women experiencing perinatal and mental health challenges. Services are designed to reduce reliance on inpatient and forensic settings, promote continuity of care, and support recovery through timely intervention and stabilization in the least restrictive environment, and include, but are not limited to, the following:

- i. Medication management to stabilize psychiatric symptoms utilizing anti-depressants, mood stabilizers, anti-psychotics, and anti-anxiety medications;
- ii. Coordinated care between providers for medication management to reduce psychiatric and medical complications;
- iii. Peer support;
- iv. Care coordination and navigation for critical Social Determinant of Health (“SDOH”) needs;
- v. Outpatient behavioral health services, including counseling and skills training; and
- vi. Short-term housing and support.

C.3 Perinatal Housing Stabilization and Support Services

Perinatal Housing Stabilization and Support Services (“Perinatal Services”) are the specific Supplementary Crisis Continuum Services that Subcontractor shall be responsible for providing in accordance with the specifications of this RFP and resulting executed between MHMR and awarded Subcontractor.

In response to this RFP, Subcontractor shall provide a Proposal that demonstrates consideration of the services described herein, detailing the specific services it has available, the processes it will follow, how it will track and meet objective and outcome measures, and overall, how it will support MHMR’s mission and serve the identified patient population.

The primary objective of Perinatal Services is to disrupt the cycle of poverty and homelessness. Supporting objectives and services are outlined below. Proposals shall address each of these criteria and provide additional information where requested.

- i. Housing placement and rental support or subsidy for a period of three months.
Subcontractor shall:
 - a. Identify existing connections to housing resources in the community and/or identify how it will expand such connections;
 - b. Identify how it will utilize existing connections or leverage resources to ensure that patients are placed in a safe and affordable environment;
 - c. Include payment of utilities (electric, gas, water, etc.) in its rental support/subsidy arrangements;
 - d. Provide all services within Tarrant County;
 - e. Arrange housing placements that are on a bus line or with easy access to public transportation.

- ii. Comprehensive case management addressing the 15 life domains, including emotional, relational, and financial wellbeing.
 - a. Preference will be given to a subcontractor that can offer case management services up to 12 months, in consultation with MHMR and based on individual level of need;
 - b. Subcontractor shall describe how transition or hand off will be facilitated using a team approach.
- iii. Benefit support to ensure the client is enrolled in Medicaid and other eligible benefits.
Subcontractor shall:
 - a. Describe its process for benefits enrollment and support;
 - b. Demonstrate experience with benefits support and an understanding of the Medicaid landscape and eligibility requirements;
 - c. Include assistance for programs including WIC, SNAP, TANF, and other programs for which the patient may be eligible;
 - d. Identify the fully array of programs Subcontractor is able to support.
- iv. Childcare enrollment assistance after the child is born.
Subcontractor shall:
 - a. Identify existing connections to childcare resources in the community and/or how it will expand connections;
 - b. Define how it will evaluate and assist parents in finding affordable resources that will be available even after services with Subcontractor end;
 - c. Provide services to both the newborn children and any children living in the home with patient;
 - d. Preferably, provide childcare services onsite.
- v. School enrollment and educational support.
 - a. Services shall include support for both the patient and school-aged children (where reunified with the patient);
 - b. Subcontractor shall specify existing community connections to educational programs (e.g., GED programs, community colleges, etc.)
 - c. Subcontractor shall describe the steps it will take and available resources to support parents with school enrollment for school-aged children, and how it will consider parent choice (e.g., public/charter schools);
 - d. Subcontractor shall describe its process to evaluate and assist parents in exercising choice in schools, considering factors such as affordability, eligibility for waivers, or other similar factors;
 - e. Subcontractor shall identify how it intends to assist with additional educational resources (e.g., special education, community programs, etc.);
 - f. Subcontractor shall include its process on how it will identify patients needs for additional services and referrals to external providers (e.g., Early Childhood Intervention).

- vi. Transportation Assistance.
Subcontractor shall:
 - a. Identify how it intends to address barriers to transportation;
 - b. Describe how it will assist parents in getting to their appointments, especially with their OBGYN, with MHMR, or other clinical appointments;
 - c. Identify how it will support patients in obtaining a driver's license;
 - d. To the extent applicable, discuss staffing capabilities for transportation facilitated by Subcontractor, the process for vetting driver's to ensure client safety, whether transportation is facilitated in Subcontractor-owned vehicles, and providing a copy of Subcontractor's automobile liability insurance.
- vii. Employment assistance and financial stability.
Subcontractor shall:
 - a. Describe how it will implement career readiness, job preparation, or vocational training;
 - b. Identify how it intends to assist in evaluating potential jobs;
 - c. Discuss benefits available to the patient during and after pregnancy where the parent may not be able to work right away;
 - d. Address plans to get the parent employed with a sustainable income after their pregnancy ends.
- viii. Subcontractor shall be responsible for assisting MHMR in delivering Supplementary Crisis Continuum Services and shall coordinate with MHMR to track the following programmatic aspects: Effectiveness, efficiency, reduction in risk, access to care, and customer satisfaction.
- ix. Subcontractor's proposal shall highlight how it will support collaboration with MHMR, family unification, stabilization, outcomes leading to healthy parents and babies, and patient access to medical appointments.
- x. Subcontractor shall identify quantifiable outcomes that support the goals and objectives outlined in this RFP that it will be able to meet and shall identify how it supports those outcomes and tracks progress using a definable data set.

D. MHMR Responsibilities

- D.1 Prepare patients for pre-release.
- D.2 Conducts nurse navigation, provides educational groups, and maternal anxiety and depression groups.
- D.3 Evaluates patients for risk and refers high-needs patients to Subcontractor.
- D.4 Coordinates with Subcontractor using a team-based approach to ensure continuity of care, patient stabilization, addressing barriers, and creating linkages to the community.

E. Subcontractor Responsibilities

- E.1 Provide integrated interventions in accordance with this RFP. Interventions shall focus on the diversion of perinatal women, pregnancy through one year post-delivery from the jail and state hospital systems.

- E.2 Notify MHMR immediately of any limitations in its ability to accept a referred patient, and coordinate with MHMR to remove barriers to enroll patient in Subcontractor's services.
- E.3 Collaborate with MHMR to establish an individualized plan of care for each patient and child based on their needs.
- E.4 Provide services in accordance with C.3 of this RFP, its Proposal, and the applicable provisions of [Information Item V](#), the contents of which are hereby incorporated into this RFP and the resulting contract between MHMR and the awarded Subcontractor.

F. Quality Assurance

Subcontractor shall:

- F.1 Participate as requested in MHMR's quality assurance/quality improvement committee to review outcome data, identify and implement corrective actions, and follow up on compliance with corrective actions.
- F.2 Be responsible for following MHMR written policies and procedures, to the extent applicable to subcontractor, or shall adjust and follow its own written policies and procedures, to the extent determined sufficient to satisfy program and service requirements by MHMR. Subcontractor shall provide its policies and procedures applicable to the services in this solicitation to MHMR upon request.
- F.3 Assign one or more staff responsible for tracking policy updates and disseminating such information within Subcontractor's organization.

G. Contact Information and Staffing

Subcontractor shall:

- G.1 Provide contact information of all dedicated program staff via email. Changes shall be reported to MHMR within 48 hours.
- G.2 Hire qualified staff in accordance with [26 TAC § 301.331](#) (Competency and Credentialing) to provide services.
- G.3 Ensure staff complete required trainings as identified by HHSC.
- G.4 Ensure that any personnel having interactions with individuals served through the program are within the scope of their qualifications.
- G.5 Conduct criminal history background checks to ensure no program staff, officer, agent, intern, or volunteer involved in the services subject to this solicitation has been convicted of or received a probated sentence or deterred adjudication for any criminal offense that would constitute a bar to employment pursuant to [Texas Health and Safety Code Section 250.006](#).
- G.6 Complete a registry clearance by conducting a review for reports of misconduct including abuse, neglect, and exploitation through the [Employee Misconduct Registry](#) and in accordance with [26 TAC Chapter 561 et seq](#) (Employee Misconduct Registry); and the [Nurse Aide Registry](#), and in accordance with [26 TAC Chapter 556 et seq](#) (Nurse Aides);
- G.7 Verify licensure for all licensed positions, as applicable. All staff required to be licensed shall be licensed by and in good standing with the State of Texas. Subcontractor shall require and document annual reverification and self-reporting of license issues.

H. Law Enforcement Training

To the extent Subcontractor interacts with law enforcement officers in the Program, assist MHMR in ensuring law enforcement officers complete the Mental Health Officer Proficiency training referenced in [37 TAC § 221.11](#).

I. Technical Assistance Calls

As requested by MHMR, Subcontractor shall participate in monthly technical assistance calls provided by HHSC.

4.2 Reporting and Evaluation

A. HHSC Contract Requirements

- A.1 Subcontractor shall provide all applicable information requested by MHMR in accordance with the applicable forms on HHSC's [Community Mental Health Contracts](#) page, in accordance with **Exhibit 1**, including
- i. Community-Based Crisis Programs Service Delivery Report, Form F
 - ii. Community-Based Crisis Programs Expenditure Summary, Form M
 - iii. Quarterly Mental Health Deputy Report, Form C
- A.2 As applicable, Subcontractor shall provide all relevant information upon MHMR's request 10 days prior to the schedule defined in Information Item S, Submission Calendar.
- A.3 Subcontractor shall report service delivery by using procedure codes data in the current version of Mental Health Service Array in the Mental Retardation and Behavioral Health Outpatient Warehouse, in the CA General Warehouse Information folder, incorporated by reference and on HHSC's [IAMOnline](#) page.
- A.4 Subcontractor shall provide MHMR with contact information of all Community Based Crisis Programs staff on Form S, Contact list and report changes to MHMR within 48 hours.
- A.5 Subcontractor shall follow MHMR policies or its own policies, if evaluated to sufficiently comply with SOW requirements by MHMR, to evaluate its performance under this SOW.
- A.6 Subcontractor may submit suggested program design or target revisions to MHMR to submit on its behalf in accordance with **Exhibit 1**.
- A.7 Subcontractor shall submit additional service revision information upon MHMR's request, including submission of Form P, Community-Based Crisis Programs in accordance with **Exhibit 1**. To the extent a revision is requested during the last two quarters of the state fiscal year, Subcontractor shall also submit a reason for delay in requesting a proposed revision.

MHMR will independently evaluate whether to submit such revision requests to HHSC. In the event MHMR submits such request, it shall only become effective upon HHSC

approval, and MHMR will notify Subcontractor of any changes resulting from this provision through formal amendment.

- A.8 Subcontractor shall be evaluated in accordance with the performance measures indicated in **Exhibit 1** and shall submit report elements upon request in accordance with **Exhibit 1**.

B. Performance Outcomes and Measures Identified Between MHMR and Subcontractor

- B.1 In addition to the applicable requirements through the HHSC grant, Subcontractor shall demonstrate how it stores, assimilates, assesses, and disseminates data, based on the objectives it identifies in its Proposal. To the extent feasible, Subcontractor shall submit sample reports for other similar services or grants, redacted as necessary for privacy.
- B.2 Subcontractor shall be evaluated on its own outcomes submitted under its Proposal and its ability to meet those outcomes.

4.3 Payment Terms

A. All-Inclusive Rate Requested

- A.1 Proposals shall include an all-inclusive, per-patient rate for the services described in is Proposal in response to this RFP
- A.2 Proposal shall contemplate any reason or condition where there would be a deviation from such rate—higher or lower.
- A.3 Services and pricing subject to this RFP may still be negotiated after Subcontractor's Proposal is received.
- A.4 MHMR shall be liable to pay Subcontractor based upon the rate submitted in the awarded proposal or the rate negotiated between the Parties in the resulting contract.

B. Subcontractor Payment Schedule

- B.1 Subcontractor shall submit an invoice monthly to MHMR in accordance with the finalized contract terms.
- B.2 MHMR pays in accordance with the Prompt Payment Act and has a net 30 payment term.
- B.3 Subcontractor must demonstrate financial solvency and have the ability to provide the services while payment is pending

C. Payment Available for Authorized Services Only

- C.1 Subcontractor shall perform services as authorized and only up to the amount authorized by MHMR.
- C.2 Subcontractor shall be responsible, and MHMR shall not be liable for, services performed by Subcontractor in excess of an authorized amount or without approval from an MHMR authorized representative in writing.

D. Proration, Withholdings, Offset, Repayment, or Recoupment

- D.1 The flat rate may be prorated across multiple months to ensure Subcontractor is receiving consistent payment, as the rate contemplates services extending beyond a single month.

- D.2 Outstanding fees may be withheld, and Subcontractor may be required to issue repayment of fees, in whole or in part, as a result of Subcontractor non-performance or early termination of services, in accordance with the terms of the resulting contract.
- D.3 MHMR shall submit payment to Subcontractor but retains the right to offset payments that are not allowable or reimbursable, except to the extent that such ineligibility for reimbursement results from MHMR's sole error or omission.
- D.4 In the event of an audit, MHMR may recoup funds from Subcontractor for services performed that do not meet the standards outlined by MHMR in this solicitation and resulting contract, or are otherwise subject to repayment based on the independent evaluation of a State Auditor, except to the extent that such audit failure results from MHMR's sole error or omission.
- D.5 To the extent that Subcontractor is directly responsible for performance metrics under **Exhibit 1**, Subcontractor shall be liable for remedies or sanctions applicable to Subcontractor's provision of services under this solicitation, unless such remedies or sanctions result from MHMR's sole error or omission.

E. Funds are Appropriated

- E.1 Award is contingent upon appropriation of funds. In the event of a contract budgetary modification between HHSC and MHMR that alters Subcontractor's service capacity, MHMR shall immediately notify Subcontractor and shall be liable only for amounts incurred up until the time of such notification.

4.4 Patient Eligibility

High intensive individuals referred by MHMR being admitted to a State Hospital or Community Mental Health Hospital. Perinatal patients are those currently pregnant or one-year post-delivery.

4.5 Approximate Number of Patients to Be Served

25 highest intensive patients per state fiscal year.

4.6 Total Service Budget

Not to exceed \$205,350 per state fiscal year.

5. Respondent Eligibility and Credentials

- 5.1** Respondents shall be registered to do business in the State of Texas and shall provide evidence of registration with the Texas Secretary of State with its Application.
- 5.2** Respondents shall have a Tax Identification Number and shall provide a copy of its W-9, signed and dated within twelve (12) months prior to the RFP submission date.
- 5.3** Respondent staff providing services pursuant to a contract awarded under this RFP must hold valid Texas licenses and certifications as required by State law and regulation. Respondent agrees that all staff performing services shall abide by MHMR's credentialing requirements.
- 5.4** If a consortium of providers submits a single Proposal, a single entity responsible for services must be identified in the Proposal.
- 5.5** Respondents shall provide evidence of accessibility to patients.
- 5.6** Respondents shall provide evidence of compliance or ability to comply with all relevant contractual requirements, laws, regulations, and secondary guidance as incorporated into this RFP. Submission of a Proposal with a signed Acknowledgment shall be sufficient for this purpose.
- 5.7** Respondents must have a demonstrated ability to manage funds and must include a copy of Applicant's current annual report or comparable documentation. A formal letter from Respondent's CPA is an acceptable alternative for non-public entities but must include a financial solvency statement confirming financial adequacy to meet expenditures for a minimum of one year.
- 5.8** Respondent shall address in its proposal how it will meet the cultural and linguistic needs of patients served and how it will involve patients and, as appropriate, their legally authorized representatives and families at the policy and practice levels within Respondent's organization.
- 5.9** Respondent shall provide evidence of its liability insurance by submitting as part of its Proposal a copy of its current Certificate of Insurance ("COI"). The awarded Subcontractor shall be required to list MHMR as an additional insured and include a waiver of subrogation against MHMR.

**MHMR OF TARRANT COUNTY
LOCAL MENTAL HEALTH AUTHORITY (LMHA) SERVICES**

**REQUEST FOR PROPOSAL (“RFP”)
PROPOSAL REQUIREMENT CHECKLIST**

1. Business Demographics

1.1 Respondent Information

Proposal must include Respondent’s information, labeled as 1.1, to include:

- (1) Legal Name
- (2) SSN/TIN
- (3) DBA
- (4) Type of Entity (e.g., Individual, Sole Proprietorship, LLC, etc.)
- (5) Administrative Address
- (6) Business Phone Number
- (7) Administrative Contact Name, Title, Phone Number, and E-mail Address
- (8) Billing Contact Name, Title, Phone Number, and E-mail Address
- (9) Billing Address (if different from Administrative Address)

Proposal shall include an attachment of Certificate of Fact or equivalent documentation showing eligibility to conduct business in the State of Texas.

1.2 W-9

Proposal shall include an attachment containing Respondent’s W-9. Signature must be within the prior twelve (12) months from the date of the RFP submission deadline. Label as 1.2.

1.3 Business Locations in the Geographic Areas *(as specified in the RFP Notice)*

Proposal must include a listing of all Respondent’s locations (addresses) where services will be provided. Label as 1.3.

1.4 Accommodations Offered

Respondent shall indicate in its Proposal, labeled as 1.4, whether it offers the following accommodations

- (1) TTY/TTD (Hearing Impaired Services/Capabilities)
- (2) American Sign Language
- (3) Handicap Accessibility
- (4) Public Transportation Access
- (5) Bilingual Services *(if so, specify language(s) offered)*

1.5 Owners/Partners

Respondent shall list the names of all owners and the percentage of ownership of each owner in its Proposal. If an owner is a corporation, list the type of entity. Label as 1.5.

1.6 Veteran Heroes United in Business (VetHUB)

Respondent shall indicate in its Proposal whether it is VetHUB certified, including the certifying agency, certificate number, and expiration date. Label as 1.6.

1.7 Conflicts of Interest

In accordance with the conflict of interest standards at [26 TAC § 301.7](#) and MHMR policy, no MHMR employee, officer, [Board](#) member, or Related Person* may receive a pecuniary interest from an award of a contract, including an existing or anticipated relationship as specified below:

- Employment with Applicant
- Membership on Applicant's Board of Directors
- Ownership of 10% or more or \$5,000 or more of the fair market value of Applicant
- Paid consultation with Applicant
- Ownership of 10% or more of the voting stock of shares of Applicant
- Income from Applicant exceeds 10% of the employee, officer, Board member, or Related Person's gross income for the previous year.

*Related Person refers to an MHMR employee, officer, or Board member's partner/spouse, person related within second degree of consanguinity (blood related within two generations), or person related within the second degree of affinity (relationship created by marriage within two generations). For avoidance of doubt, Related Persons includes adoptive families.

If such a relationship exists, the Proposal shall specify the relationship. If Respondent is not aware of any conflicts, it shall so specify in its Proposal. Label as 1.7.

2. Quality Management/Utilization Management

2.1 Licenses, Credentials, Certifications, Accreditations

As part of its Proposal, Respondent shall provide copies of all licenses, credentials, certifications, and/or accreditations Respondent holds relative to the Respondent Eligibility criteria in Section 4.2 of the RFP. Label as 2.1.

2.2 Patient Satisfaction

Respondent shall provide in its Proposal a summary of most recent patient satisfaction surveys or other on-going efforts to obtain and evaluate patient satisfaction. Describe how this information was obtained and how it is used to improve quality. Label as 2.2.

2.3 Critical Incidents

Respondent shall provide in its Proposal its process for tracking, monitoring, and investigating critical incidents (e.g., serious injuries, serious medication errors, patient deaths, etc.). Label as 2.3.

3. Services

3.1 Texas Standardized Credentialing Application

[Intentionally omitted]

3.2 Administration/Supervision of Medication

[Intentionally omitted]

3.3 Service Capacity

Proposal shall specify the number of individuals Respondent can serve. Label as 3.3.

3.4 Wait Time

Proposal shall specify current wait time to get into Respondent's services? Label as 3.4.

3.5 Service Population

Proposal shall detail the specific population Respondent is eligible to serve, including ages and level of severity and concurrent diagnoses. Label as 3.5.

3.6 Service Restrictions

Proposal shall specify and explain any restrictions on who Respondent will serve. Label as 3.6.

3.7 Service Availability

Proposal shall indicate the hours of availability for each service offered under this RFP at each of its identified locations. Label as 3.7.

3.8 Service Experience

Proposal shall describe Respondent's experience in working with the eligible population described in this RFP, or similar populations, over the last five (5) years. Label as 3.8.

3.9 Accommodations Experience

Proposal shall describe Respondent's ability to work with patients who are hearing impaired, patients with limited language skills, and patients who speak a language other than English. Proposal shall describe Respondent's experience working with patient's with physical impairments and adaptive equipment. Label as 3.9.

3.10 Specialized Services

In addition to any services required under this RFP, Respondent shall submit in its Proposal any specialized services it provides (e.g., ability to assist with eating, supervision, self-medication, etc.). Label as 3.10.

3.11 After Hours Access

Proposal shall identify any "after hours" systems in place to address patient needs and whether patients will be able to access services outside of usual business hours. Label as 3.11.

3.12 Employee Training

Proposal shall address Respondent's training requirements for its employees. To the extent Respondent does not already have established training that meets service standards and applicable regulatory requirements, Proposal shall address a training plan to ensure that providers will meet all requirements and how Respondent will monitor training needs on an ongoing basis. Label as 3.12.

3.13 Program Details

Respondent shall address all component requirements and requested information established in the RFP. Specific items addressed in the Scope of Work shall be attached to the Proposals and labeled as 3.13, with the specific item numbers from the Scope of Work clearly and prominently listed by the corresponding response.

4. Financial

4.1 Incorporated Status

Proposal will specify whether Respondent is incorporated as “Profit,” “Not-for-profit,” or “Other.” Label as 4.1.

4.2 Financial Solvency

Proposal will indicate that Respondent has sufficient reserves or lines of credit to operate during the time period between billing and receiving reimbursement from third-party payors, as applicable. Proposal will indicate and explain whether Respondent has declared any type of bankruptcy in the prior seven (7) years. Proposal will specify whether Respondent has received a “qualified” opinion on a financial statement in the prior three (3) years. Proposal will indicate and explain whether Respondent’s most recent audit report has any material instance of non-compliance with standard accounting practice. Attached to its Proposal, Respondent will provide its current annual report or comparable documentation. A formal letter from Respondent’s CPA is an acceptable alternative for non-public entities but must include a financial solvency statement confirming financial adequacy to meet expenditures for a minimum of one year. Label as 4.2.

4.3 Subcontracts

To the extent Respondent intends to subcontract all or part of the services under this RFP, Proposal will name all subcontractors and provide information on subcontractor’s staff credentials, licenses, and certifications. Label as 4.3.

4.4 Investigations; Revocation of License, Accreditation

Proposal will indicate and explain whether Respondent is currently under investigation or had a license or accreditation revoked by any state/federal/local licensure or accreditation agency within the prior five (5) years. Label as 4.4.

4.5 Judgements or Settlements

Proposal will indicate and explain whether Respondent has had any judgments or settlements against it within the prior ten (10) years. Label as 4.5.

4.6 Vendor Hold

Proposal will indicate whether Respondent has been placed on a “vendor hold” by any agency or governmental entity in the prior three (3) years. Label as 4.6.

4.7 Certificate of Account Status

Proposal shall include an attachment with Respondent’s “Certificate of Account Status,” verifying that it is not delinquent in State Franchise Tax. For non-profit corporations or Respondent’s exempt

from Franchise Tax, Proposal shall include 501C IRS Exemption form from the Comptroller's Office. Label as 4.7.

4.8 Child Support Delinquency

Proposal shall identify and explain whether Respondent is delinquent in the payment of any court-ordered child support payments. Label as 4.8.

4.9 Abeyance or Bar from Federal/State Award

Proposal shall identify and explain whether Respondent is currently held in abeyance or barred from the award of a federal or state contract and if so, whether this has occurred in the last five (5) years. Label as 4.9.

4.10 Community Relationships

Proposal shall describe any contracts, Memoranda of Understanding, or employment relationship Respondent has with other state, city, county, or other local agencies within the Tarrant County community. Label as 4.10.

5. Risk Assessment

5.1 Felony Convictions of Respondent Employees

Proposal shall identify and explain whether anybody working for Respondent providing direct care services or employed in management has any felony convictions. Label as 5.1.

5.2 Background Checks

Proposal shall describe the process, if any, Respondent uses to check on previous convictions of employees. Proposal shall include descriptions or attachments of any policies and procedures regarding the hiring and retention of persons with criminal histories. Label as 5.2.

5.3 Abuse, Neglect, Exploitation; Client Rights Violations

Proposal shall identify and explain whether Respondent or its employees had any validated client abuse, client neglect, or rights violations claims in the prior three (3) years. Label as 5.3.

5.4 Certificate of Insurance

Proposal shall attach a current Certificate of Insurance ("COI") showing liability insurance coverage (property and vehicles, including riders) and include directors' and officers' professional liability, errors and omissions, and general liability insurance. Label as 5.4.

5.5 Worker's Compensation

Proposals shall include the name of Worker's Compensation carrier if Respondent has Worker's Compensation coverage, or self-funding documents if self-funded. Label as 5.5.

5.6 Malpractice Claims

Proposals shall identify and explain whether Respondent has any malpractice claims pending or closed within the prior five (5) years. If yes, Respondent shall include in its proposal (1) a letter from Respondent's attorney explaining the facts of the case; (2) copies of the complaint and

judgement; and (3) the name of the malpractice carrier that handled the claim, and the firm representing the carrier. Label as 5.6.

6. Information Systems

6.1 Reporting Data

Proposal shall indicate whether Respondent can report data by the following categories:

- (1) Patient name
- (2) Patient MHMR identification number
- (3) Date, number, type, and duration of services rendered
- (4) Authorization number
- (5) Amount to be paid
- (6) If medications are administered or supervised, number, type, and severity of medication errors and adverse drug reactions for MHMR patients
- (7) Elopements or unauthorized departures from the program site
- (8) Confirmed abuse, neglect, or exploitation of MHMR patients
- (9) Death or serious injury to MHMR patients occurring at program site

If no, Proposal shall address steps Respondent intends to take to be able to report this data. Label as 6.1.

7. Rate Schedule

7.1 Proposed Fees for Service

Proposal shall include Respondent's proposed fees for service based on the method identified in this RFP.

8. Acknowledgement

MHMR IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS TO ELIGIBLE RESPONDENTS FOR THE SERVICES BASED ON THE EVALUATION CRITERIA LISTED IN THIS RFP. MHMR SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS AS SPECIFIED IN THE RFP.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR 120 CALENDAR DAYS AFTER THE DATE OF SUBMISSION.

BY RETURNING THIS PROPOSAL COMPLETED, APPLICANT CERTIFIES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO THE TERMS CONTAINED HEREIN. RESPONDENT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THE DOCUMENTS AND WAIVES ANY CLAIM, OBJECTION, OR DEFENSE ON THE GROUNDS THAT THE DOCUMENTS HAVE NOT BEEN REVIEWED BY LEGAL COUNSEL. APPLICATION MAY BE CONSIDERED INVALID IF NOT RETURNED.

BY SIGNING BELOW, THE AUTHORIZED REPRESENTATIVE SIGNATORY IS AFFIRMING THAT IT IS AUTHORIZED ON BEHALF OF RESPONDENT TO LEGALLY BIND RESPONDENT.

Name and Address of Applicant

Authorized Representative

Applicant (Entity) Name

Authorized Signature

Number/Street Address

Typed or Printed Name

City, State, Zip Code

Title

Telephone Number

Fax Number

E-mail Address

ATTACHMENT A13
CRISIS FACILITIES (MH/CF), VERSION 1

CONTRACT NO. HHS001598600024
GRANTEE: MHMR OF TARRANT COUNTY

SECTION I. PURPOSE

Community-Based Crisis Programs (“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 an alternative to hospitalization to individuals being admitted to a State Hospital 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.
4. When appropriate, reduce any unplanned use of local emergency rooms to manage behavioral health crises; and
5. Align with the programs specified in this Statement of Work and specified in any subsequent service revisions approved by HHSC and incorporated via formal Contract Amendment.

B. Program Design

1. Non-Facility Programs

a. Supplementary Crisis Continuum Services

Grantee shall:

- (1) Provide specialized crisis services when necessary to individuals in jail or in the community and to others who face unique vulnerabilities, such as women experiencing perinatal mental health challenges. Services are designed to reduce reliance on inpatient and forensic settings, promote continuity of care, and support recovery through timely intervention and stabilization in the least restrictive environment, and include, but are not limited to, the following:
 - i. Medication management to stabilize psychiatric symptoms utilizing anti-depressants, mood stabilizers, anti-psychotics, and anti-anxiety medications;
 - ii. Coordinated care between providers for medication management to reduce psychiatric and medical complications;
 - iii. Peer support;
 - iv. Care coordination and navigation for critical Social Determinant of Health (SDOH) needs;
 - v. Outpatient behavioral health services, including counseling and skills training; and
 - vi. Short-term housing and support.

ATTACHMENT A13
CRISIS FACILITIES (MH/CF), VERSION 1

- (2) Submit to HHSC a work plan that describes how Grantee plans to implement the program, which includes, but is not limited to, the following:
 - i. Annual Budget;
 - ii. Local service area or Counties served;
 - iii. Planned program hours;
 - iv. Planned target numbers;
 - v. Goals;
 - vi. Objectives or a statement(s) describing the results to be achieved and the manner in which these results will be achieved. Objectives should be SMART.
 - vii. The measure(s) for accomplishing objectives; and
 - viii. Data sources and methods for calculating the measure(s).
- (3) Submit the work plan described in this Section, on or before the twentieth (20th) calendar day after the amendment effective date.
- (4) Serve 150 individuals per state fiscal year (beginning September 1st through August 31st) by providing supplementary crisis continuum services as measured through the encounter data reports as defined in Section II(C) of this Statement of Work.
- b. Should Grantee subcontract any Service Type(s) included above, Grantee expressly understands and acknowledges that in entering such a subcontract(s), HHSC is in no manner liable to any subcontractor(s). Furthermore, 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 this Contract. Grantee bears all responsibility for the Quality Management of subcontracted services and shall:
 - (1) Utilize an electronic program management application to track the following aspects of the Program:
 - i. Effectiveness;
 - ii. Efficiency;
 - iii. Reduction in risk;
 - iv. Access to care; and
 - v. Customer satisfaction.
 - (2) Establish a quality assurance/quality improvement committee to review outcome data, identify and implement corrective actions, and follow up on compliance with corrective action plans.
2. Grantee shall maintain written policies and procedures that describe program processes. Policies and procedures shall include processes for referrals, engagement, and continuity of care. HHSC may request a written copy of these policies and procedures at any time within the duration of the Contract.
3. Grantee shall provide the HHSC Contract Manager with the contact information of all dedicated program staff via email. Changes in program coordinating staff must be reported to HHSC's Contract Manager within 72 hours.
4. Grantee shall comply with the following staffing requirements:
 - a. Hire qualified staff in accordance with 26 TAC §301.331 (Competency and Credentialing) to provide services identified in the grant program;
 - b. Ensure staff complete required trainings as identified by HHSC;
 - c. Ensure any personnel having interactions with individuals served through the program are within the scope of their qualifications;

ATTACHMENT A13
CRISIS FACILITIES (MH/CF), VERSION 1

- d. Conduct criminal history background checks to ensure no program staff, officer, agent, intern, or volunteer has been convicted of or received a probated sentence or deferred adjudication for any criminal offense that would constitute a bar to employment pursuant to Texas Health and Safety Code Section 250.006;
 - e. Complete a registry clearance by conducting a review for reports of misconduct including abuse, neglect, and exploitation through: The Employee Misconduct Registry published at <https://www.hhs.texas.gov/business/licensing-credentialing-regulation/long-term-care-credentialing/employee-misconduct-registry-emr>, and in accordance with 26 TAC Chapter 561 *et seq* (Employee Misconduct Registry); and the Nurse Aide Registry published at <https://www.hhs.texas.gov/business/licensing-credentialing-regulation/long-term-care-credentialing/nurse-aide-registry>, and in accordance with 26 TAC Chapter 556 *et seq* (Nurse Aides);
 - f. Verify licensure for all licensed positions, as applicable. All staff required to be licensed shall be licensed by and in good standing with the State of Texas. Grantee shall require and document annual reverification and self-reporting of license issues; and
 - g. Ensure any law enforcement officers involved in the program complete the Mental Health Officer Proficiency training referenced in 37 TAC §221.11.
5. Grantee shall participate in monthly technical assistance calls provided by HHSC.
 6. To ensure Grantee stays informed and continues receiving updated information, Grantee shall assign one or more staff responsible for tracking policy updates posted on HHSC's identified platform and disseminating such information within Grantee's organization.

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. Grantee shall submit the **Quarterly Mental Health Deputy Report Form C** (applicable only to Multi-Disciplinary Response Team), 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>, electronically to performance.contracts@hhs.texas.gov in accordance with the schedule defined in **Information Item S, Submission Calendar**, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. The report shall include the following:
 - a) quarterly meetings of the fiscal year to include the date of the meetings and the name, title, and organization represented by attendees; and

ATTACHMENT A13
CRISIS FACILITIES (MH/CF), VERSION 1

- b) trainings provided to mental health deputies with the date of the training and the number of attendees.
 - 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 on HHSC's IAMOnline page: <https://iamonline.hhs.state.tx.us>; and
 - 5. Provide HHSC with the contact information of all dedicated Community Based Crisis Programs staff on **Form S, Contact List**, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. Changes in program coordinating staff must be reported to HHSC within 72 hours.
- 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.
- E. Service Revision Amendment
- 1. If Grantee determines, at any time, Grantee wants to revise its program design or 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. A formal amendment to this Contract will then be processed incorporating the revision request.

SECTION III. PERFORMANCE MEASURES

ATTACHMENT A13
CRISIS FACILITIES (MH/CF), VERSION 1

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, 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>, in accordance with **Information Item S, LMHA/LBHA 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>, for each project type listed in Section II(B), Program Design.

2. Budget and Expenditure Reports

- a. Grantee shall complete an operational budget using **Form P, Community-Based Crisis Programs**, for each program type listed in Section II(B), Program Design, and submit it in accordance with **Information Item S, LMHA/LBHA 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>. HHSC will review each budget and may request additional budget information, including resubmission of **Form P, Community-Based Crisis Programs**.
- b. Grantee shall submit **Form M, Community-Based Crisis Programs Expenditure Summary**, in accordance with **Information Item S, LMHA/LBHA 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>, for each project type listed in Section II(B), Program Design.
- c. The **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> 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

ATTACHMENT A13
CRISIS FACILITIES (MH/CF), VERSION 1

In accordance, where applicable, with **Information Item V, Crisis Service Standards** 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, LMHA/LBHA 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>. HHSC will review policy and procedure submissions for each program. HHSC may request additional information, including resubmission of policies and procedures.

SECTION IV. FUNDING

- A. 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.
- B. 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.
- C. 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.
- D. 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. Grantee may transfer money between direct cost categories of this Statement of Work, without prior approval, but after notifying HHSC Contract Manager of the transfer in writing, and subject to the following restrictions:
 - a. No budget category transfer or cumulative transfers may exceed 10% of the total value of this Statement of Work; and
 - b. A formal Contract Amendment is required if the budget category transfer(s) or cumulative transfers exceed 10% of the value of this Statement of Work.
- E. Based on expenditures and service utilization, funds may be de-obligated on a one time or permanent basis to ensure available funds are maximized.

ATTACHMENT A13
CRISIS FACILITIES (MH/CF), VERSION 1

F. Report III-IV Budget Instructions:

Funding associated with this Statement of Work shall be entered into the **Report III-IV**, 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, Community-Based Crisis Programs (CRISIS) - Formerly PESG, within Strategy D.2.3 Community Mental Health Crisis Services.

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 **ATTACHMENT D, LOCAL MENTAL HEALTH AUTHORITY SPECIAL CONDITIONS**, Section 5.09 (Remedies, Sanctions, and Liquidated Damages).