

**MHMR OF TARRANT COUNTY
GRANT-FUNDED 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 Children's Crisis Respite Services for eligible patients as specified in this RFP Notice.

Contract Term:

The contract term shall be effective upon execution of a contract between the awarded Respondent(s) and MHMR. The contract term shall align with Grant Agreement HHS001695600004 between MHMR and the Texas Health and Human Services Commission ("HHSC") and shall not extend past August 31, 2028 unless otherwise extended or amended by HHSC.

Service Description:

Crisis Respite Services. Services that provide short-term, community-based residential, crisis treatment to individuals who have low risk of harm to self or others and may have some presence functional impairment, and who require direct supervision and care, but do not require hospitalization.

Crisis. A situation in which (A) the individual presents an immediate danger to self or others; (B) the individual's mental or physical health is at risk of serious deterioration; or (C) an individual believes that he or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration.

Children's Crisis Respite (CCR). Facility-based, short-term, therapeutic crisis respite for children who meet the CCR eligibility criteria and do not require inpatient hospitalization.

Geographic Area:

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 and are a licensed General Residential Operation or exempt from licensure pursuant to applicable regulations. 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:

Wednesday, November 4, 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
GRANT-FUNDED SERVICES**

**REQUEST FOR PROPOSALS ("RFP")
RFP 271002 CHILDREN'S CRISIS RESPITE**

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 Children's Crisis Respite 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@mhmrtc.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 271002 CHILDREN'S CRISIS RESPITE

DO NOT OPEN UNTIL WEDNESDAY, NOVEMBER 4, 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 Wednesday, November 4, 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 of Proposals

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; Patient Eligibility; Approximate Number of Patients; Method of Payment

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

The below 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. Service

Children's Crisis Respite (CCR) services

B. Description

CCR services are short-term residential services for children who are in crisis but do not require inpatient services. Children's Crisis Respite Services are to be provided in accordance with HHSC Contract No. HHS001695600004 Statement of Work, the terms of which are incorporated by reference and attached to this RFP as **Exhibit 1**.

CCR services are delivered in accordance with the applicable provisions of Section VI. Crisis Respite Services of Information Item V, the terms of which are incorporated by reference and available at <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/behavioral-health-provider/community-mh-contracts/info-item-v.pdf>.

The Respondent will also need to provide information requested by MHMR to fulfil its reporting obligations, the contents of which are attached to this RFP as **Exhibit 2**.

A sample contract detailing all service requirements is attached to this RFP as **Exhibit 3**.

C. Patient Eligibility

CCR serves children eligible in accordance with HHSC Contract No. HHS001695600004 Statement of Work, **Exhibit 1**: children between the ages of 3 and 17, up until their 18th birthday, who have low risk of harm to self or others and may have some functional impairment who require direct supervision and care but do not require hospitalization.

Respondents to this RFP should specifically be able to serve children ages 3 to 12 but may be requested to serve patients up to 17 years of age based on service capacity of MHMR's youth residential facility.

Approximate Number of Patients to Be Served

CCR patients have historically been served by MHMR directly through its Adolescent Crisis Respite Unit (ACRU), which provides services to children aged 13 and older. MHMR has seen an increasing need for CCR services for children younger than 13.

Because these services are for those in crisis, MHMR cannot provide an exact number of patients to be served. CCR services may be authorized up to thirty days and the number of patients it is able to serve will be wholly contingent on the individual need for services and the budget as specified in this RFP. As a result, a Contractor awarded under this RFP may have numerous bed days for which it is eligible to receive payments or none at all for the duration of the contract term.

MHMR cannot guarantee a minimum number of referrals or minimum amount to be paid for services offered by Respondent.

Method of Payment

MHMR is requesting that Proposals specify a single bed-day rate for the provision of facility-based CCR services. MHMR will disburse payment based on the number of bed days provided during the contract term within the budgeted amounts.

Total Service Budget

The total budget for services between September 1, 2026 and August 31, 2027 is \$95,875. The total budget for services between September 1, 2027 and August 31, 2028 is \$95,875.

4.2 Respondent Eligibility and Credentials

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.

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.

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.

If a consortium of providers submits a single Proposal, a single entity responsible for services must be identified in the Proposal.

Respondents shall provide evidence of accessibility to patients.

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.

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.

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.

Respondent shall provide evidence of its liability insurance by submitting as part of its Proposal a copy of its current Certificate of Insurance ("COI").

Respondent shall provide a copy of its license certifying its status as a General Residential Operation or provide evidence of its exemption from facility licensure.

The Facility and providers delivering CCR services must meet the applicable facility standards and training requirements as specified by the HHSC Contract No. HHS001695600004 Statement of Work, attached to this RFP as **Exhibit 1**, and the applicable provisions related to Crisis Respite in Section VI of Information Item V, available at <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/behavioral-health-provider/community-mh-contracts/info-item-v.pdf>.

**MHMR OF TARRANT COUNTY
GRANT-FUNDED 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

Where services require delivery by a licensed provider, Respondent shall provide all information required by the Texas Standardized Credentialing Application, for each licensed provider

anticipated to perform these services under this RFP: <http://www.mhmrarrant.org/Business-Opportunities/Credentialing>. Label as 3.1.

3.2 Administration/Supervision of Medication

Proposal shall specify whether Respondent has qualified staff to administer medications or supervise individuals in the self-administration of medication. Label as 3.2.

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.

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 A
STATEMENT OF WORK:
CHILDREN'S CRISIS RESPITE**

I. PURPOSE

1. The purpose of the Health and Human Services Commission's ("HHSC") Children's Crisis Respite ("CCR") program is to provide a therapeutic and family and child-centered environment for children in a crisis respite facility with a single diagnosis of serious emotional disturbance ("SED") or a primary diagnosis of SED and a co-occurring diagnosis, including a substance use disorder ("SUD") or an intellectual or developmental disability ("IDD").
2. Program goals are to:
 - a. Increase access to short-term, safe, and clinically appropriate residential services for children who are in a crisis as defined by 26 TAC §306.255(12) but do not require inpatient services as defined in 26 TAC §306.153(38); and
 - b. Provide transition planning services to the child's family, adult caregiver, or legally authorized representative prior to the child exiting the crisis respite facility.

II. GRANTEE RESPONSIBILITIES

1. **Funding.** Grantee shall expend funds allocated under this Statement of Work only on the following costs:
 - a. Establishing or expanding CCR beds, including one time start-up or ongoing maintenance expenses that are included in the approved budget;
 - b. Providing crisis respite intake and treatment planning and intervention services to eligible children in accordance with the most recent version of Information Item V, as published by HHSC ("Information Item V"). The terms of Information Item V are hereby incorporated into this Contract by reference and made part of this Contract for all purposes. Grantee may view the latest version of Information Item V at <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/behavioral-health-provider/community-mh-contracts/info-item-v.pdf>. HHSC will also provide a copy of Information Item V to Grantee upon request; and
 - c. Providing transition planning services to children utilizing crisis respite services under this Contract.
2. **Licensing.** If Grantee owns and operates a non-licensed facility under an exemption from licensure with the State of Texas, Grantee must register and submit a facility exemption form in conjunction with the Consolidated Local Services Plan submission every two years in accordance with Information Item V. CCR grantees are exempt from General Residential Operation licensing requirements.
3. **Implementation.** Grantee shall provide crisis respite services in a crisis respite facility only. Grantee will not provide crisis respite services in private residential settings.

4. **Fidelity.** Grantee shall comply with all applicable crisis respite requirements and facility standards in accordance with Information Item V.
5. **Eligibility.** CCR serves children who are between the ages of 3 and 17, up until their 18th birthday, who have low risk of harm to self or others and may have some functional impairment who require direct supervision and care but do not require hospitalization. Grantee shall notify HHSC in writing to HHSC's Crisis Mental Health team at CrisisServices@hhs.texas.gov of any additional exclusionary criteria used to determine eligibility for admission into a CCR facility upon Grant Agreement execution. If any change to Grantee's exclusionary criteria occurs during the Grant Agreement term, Grantee must notify HHSC of such change within one business day of the change going into effect.
6. **Policies and Procedures.** Grantee shall develop and maintain written policies and procedures required per Information Item V. As part of its policies and procedures, Grantee must develop a written process that ensures that eligible children and families are aware of and have access to CCR. Grantee must identify referral sources and develop a referral process for children who could benefit from CCR. Grantee's policies and procedures must also require that a denial of access to CCR must be documented in each applicable child's Electronic Health Record and shall require that such documentation include any exclusionary criteria used to make the determination. Grantee's policies and procedures shall be available upon request by HHSC no later than 14 calendar days from the date of the written request.
7. **Learning Collaborative.** If developed by HHSC, Grantee will participate in a learning community with other contracted programs and stakeholders. Learning community discussion topics may include: understanding statewide performance, promising practices, identifying possible edits to Information Item V guiding the program, ensuring consistency with reporting, and other relevant topics. If a learning community is not developed, participation will not be a requirement.

III. CONTRACT DELIVERABLES, PERFORMANCE MEASURES, AND PERFORMANCE MEASURES REPORTING

1. HHSC will utilize the performance measures in this Section III to assess Grantee's effectiveness in providing the Services described in this Statement of Work.
2. Grantee must 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 (MBOW), in the Certification Authority (CA) General Warehouse Information folder. This folder can be found under MBOW Production, Enterprise. HHSC will grant access as needed.
3. For each quarterly reporting period, Grantee shall report the following:
 - a. For Referral, Assessment, and Admission:
 - i. Unduplicated number of children referred to crisis respite;
 - ii. Unduplicated number of children assessed for crisis respite eligibility;
 - iii. Number of children not admitted;

- iv. For each child not admitted, the primary reason for not being admitted to crisis respite;
 - v. Unduplicated number of children admitted to crisis respite, including demographic information; and
 - vi. Of the unduplicated number of children admitted to crisis respite, what was the referral source.
 - b. For Respite Operations:
 - i. Bed utilization rate;
 - ii. Average length of stay quarterly and annually;
 - iii. Discharge destinations/living situation; and
 - iv. Referral for continued services or treatment following discharge.
 - c. The names of partner organizations that work closely with the CCR program.
 - d. For Program Implementation:
 - i. Describe any success stories resulting from the CCR program; and
 - ii. Describe any challenges implementing and operating the program, as well as the plans for overcoming those challenges.
4. Grantee shall submit its performance measures using **ATTACHMENT A-1: CHILDREN'S CRISIS RESPITE GRANT PROGRAM PERFORMANCE REPORTING TOOL** according to the following schedule:

PERIOD OF PERFORMANCE	PERFORMANCE REPORT DUE ON OR BEFORE
Quarter ("Q")1: September 1 – November 30	December 20
Q2: December 1 – February 28	March 20
Q3: March 1 – May 30	June 20
Q4: June 1-August 31	September 30

- 5. If data is currently collected and reported through an existing HHSC system (e.g., CMBHS), Grantee must follow all provisions outlined in the HHS Data Use Agreement. If requested by HHSC, Grantee must enter data into a HHSC reporting system.
- 6. On or before September 30 of each state fiscal year, Grantee shall submit an annual Project Summary Report using a HHSC-approved system/format, which will be provided after contract execution.
- 7. Unless otherwise specified, all reports, documentation, and other information required of Grantee shall be sent electronically to the HHSC assigned Contract Manager, CrisisServices@hhs.texas.gov, and MHContracts@hhs.texas.gov.



Attachment A-1: CHILDREN'S CRISIS RESPITE GRANT PROGRAM PERFORMANCE REPORTING TOOL

REFERRAL, ASSESSMENT, AND ADMISSION (For this reporting period)			
1. Crisis Respite Capacity – total number of beds available			
2. Unduplicated number of children referred to crisis respite			
3. Unduplicated number of children assessed for crisis respite eligibility			
4. Unduplicated number of children admitted to crisis respite			
5. Total number of children admitted to crisis respite (May include duplications)			
6. Total number of children discharged from crisis respite			
Breakdown Question 5 by:			
Referral Source (Total number must equal number of children admitted)	Clergy		
	Court		
	Criminal Justice System		
	Department of Family and Protective Services		
	Emergency Room or Emergency Medical Services		
	Family/Friend		
	Law Enforcement		
	Mobile Crisis Outreach Teams (MCOT)		
	Youth Crisis Outreach Team (YCOT)		
	Primary Care Physician/Medical Facility		
	Private Mental Health Provider		
	Private Psychiatric Hospital		
	School/Education System		
	State Hospital/SSLC		
	Texas Community Center/LMHA/LBHA		
	Self		
	Unknown		
Other: Please list each referral source			
Age (Total number must equal number of children admitted)	3:		
	4:		
	5:		
	6:		
	7:		
	8:		
	9:		
	10:		
	11:		
	12:		
	13:		
	14:		
	15:		
	16:		
	17:		
	Unknown, refused to answer, or did not ask		
	Male		



Attachment A-1: CHILDREN'S CRISIS RESPITE GRANT PROGRAM PERFORMANCE REPORTING TOOL

Gender (Total number must equal number of children admitted)	Female	
	Other	
	Unknown, refused to answer, or did not ask	
Race (May select more than one for each child)	White	
	American Indian or Alaska Native	
	Asian	
	Black or African American	
	Native Hawaiian or other Pacific Islander	
	Unknown, refused to answer, or did not ask	
Ethnicity (only 1 per child must equal total number of children admitted)	Hispanic or Latino	
	Not Hispanic or Latino	
	Unknown or refused to answer or did not ask	

7. Unduplicated number of children assessed for crisis respite eligibility and not admitted	
Breakdown Question 5 by primary reason for non-admittance:	
No bed available	
Respite services not able to meet the acuity of the child's needs	
Family declined services	
Child refused to adhere to program requirements	
Other reason. Please describe: [Add more rows as needed]	

RESPITE OPERATIONS (For this reporting period)	
1. Total bed days (Y1+Y2+Y3...)	
2. Bed utilization rate (total # of bed days/(number of beds X days in the quarter))	
3. Average length of stay (in days)	
4. Total number of hours the following services were provided across all individuals served this quarter:	
Permanency planning	
Skills training	
Individual counseling	
Family counseling	
Group Counseling	
Care Coordination or Service Coordination	
Medication management	
Crisis intervention	
Safety planning	
Educational services	
Certified Family Partner	
Peer Services	
Other -- Please Specify	
5. Discharge Plans/Destinations (Total number should equal number of children discharged):	



Attachment A-1: CHILDREN'S CRISIS RESPITE GRANT PROGRAM PERFORMANCE REPORTING TOOL

A more intensive level of care, e.g. local hospital, SMHH, etc.	
MCOT/YCOT or transitional services for further intervention	
Ongoing community center services (Local Mental/Behavioral Health Authority (LMHA/LBHA), Local Intellectual and Developmental Disability Authority (LIDDA)	
Substance use services (inpatient or outpatient)	
Community resources other than the LMHA/LBHA or LIDDA	
Juvenile detention	
Family residence	
Department of Family and Protective Services (DFPS/CPS)	
Residential Treatment Center	
Other -- Please Specify	
Not referred to any service – Please Specify	
Total	

**MHMR of Tarrant County
Non-Community Services
Professional Services Agreement**

This Agreement is made and entered into by and between MHMR of Tarrant County, a community MHMR center and a governmental unit of the State of Texas under the provisions of the Texas Health and Safety Code, Chapters 533 and 534, (“Local Authority,” “Authority,” or “MHMR”) and _____ (“Contractor”), for the purpose of providing specialized services to eligible residents of Tarrant County Local Authority in an effective, cost-efficient, and quality manner in accordance with state requirements and community standards.

Recitals

Pursuant to Texas Health and Safety Code, §533.035, Local Authority has been designated by the Texas Department of Health and Human Services (“HHS”) and any and all of their successor agencies hereinafter referred to collectively in this Contract as the “State”, as the local mental health and intellectual developmental disabilities authority for Tarrant County, Texas residents;

MHMR as the Local Authority has the authority and responsibility for the planning, policy development, coordination, resource allocation and resource development for and oversight of mental health and intellectual developmental disabilities services for Tarrant County;

The Local Authority desires to assemble a network of participating providers in Tarrant County for the provision of mental health and developmental disabilities, chemical dependency and/or support services in Tarrant County;

Each party to this Agreement is committed to ensuring the delivery of mental health and developmental disabilities, chemical dependency and/or support services, as applicable, to Covered Individuals; and

This Agreement sets forth the terms and conditions evidencing this Agreement between the parties to this Agreement.

Now therefore, in consideration of the mutual covenants, rights and obligations set forth in this Agreement, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Definitions

- 1.1. Children’s Crisis Respite (CCR). Facility-based, short-term, therapeutic crisis respite for children who meet the CCR eligibility criteria and do not require inpatient hospitalization.
- 1.2. Covered Individual. Individuals who are part of the Eligible Population and are active recipients of Crisis Respite Services from MHMR of Tarrant County.
- 1.3. Covered Services. Covered Services are those services authorized by the Local Authority under the terms of this Agreement and described in Exhibit A to this Agreement and incorporated herein by reference.
- 1.4. Crisis. A situation in which (A) the individual presents an immediate danger to self or others; (B) the individual’s mental or physical health is at risk of serious deterioration; or (C) an individual

believes that he or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration.

- 1.5. Crisis Respite Services. Services that provide short-term, community-based residential, crisis treatment to individuals who have low risk of harm to self or others and may have some presence functional impairment, and who require direct supervision and care, but do not require hospitalization.
- 1.6. Eligible Population. Children who are between the ages of 5 and 17, up until their 18th birthday, who have low risk of harm to self or others and may have some functional impairment who require direct supervision and care but do not require hospitalization.
- 1.7. Information Item V. HHSC standards for community mental health crisis services; by reference, CCR providers must meet applicable crisis respite requirements contained therein.
- 1.8. Inpatient Services. Residential psychiatric treatment provided to an individual in: (A) a state hospital; (B) a contracted psychiatric bed; (C) a hospital licensed under Texas Health and Safety Code Chapter 241 or Chapter 577; (D) a crisis stabilization unit licensed under Title 26 of the Texas Administrative Code, Chapter 510; or (E) any other type of mental hospital.

II. Obligations of Contractor

2.1. Provision of Covered Services. Contractor agrees to deliver covered services in accordance with the terms of this Agreement. Contractor will render services to all Covered Individuals in the same manner, subject to the same standards, and within the same time availability as offered to Contractor's other patients or clients. Contractor will not discriminate on the basis of payment source in matters involving the provision of Covered Services to Covered Individuals. Contractor will not refuse to accept or continue to serve any Covered Individual except upon approval of Local Authority, or its designee. If Contractor determines that a Covered Individual referred by Local Authority will not benefit from Contractor's services, Contractor shall notify Local Authority. Contractor and Local Authority shall work in good faith to determine whether placement with Contractor is appropriate. Contractor may request approval from Local Authority to stop providing Covered Services to any Covered Individual if, in the Contractor's professional judgment, doing so would be detrimental to either the Contractor or the Covered Individual. The request shall include the underlying basis for the request. Local Authority shall approve any such request unless such approval would violate any applicable law, rule or regulation, or constitute an unacceptable risk of harm to the health or safety of such Covered Individual. Contractor must immediately notify Local Authority of any change, or potential change, in Contractor's status that could cause Contractor to not meet any of Local Authority's criteria.

2.2. No Guarantee of Utilization. Contractor acknowledges that there is no warranty or guarantee that Contractor will be utilized by a Covered Individual or any number of Covered Individuals or any number of Covered Services. Contractor further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement. Local Authority will maintain and make available to the public such information about each Contractor as Local Authority deems appropriate in its sole judgment. Local Authority will allow Covered Individuals to choose freely any Contractor of a specific Covered Service, without influence from any Local Authority staff or representative. Contractor shall not offer any gift with value of excess of \$10.00 to potential consumers of the Covered Services

2.3. Marketing. Contractor hereby authorizes Local Authority to identify Contractor in Local Authority's Contractor directory. This identification may only include Contractor's name, address, telephone number and a description of Contractor's services and facilities. In all other respects, Local Authority and Contractor

reserve the right to control the use of their respective names, symbols, trademarks and service marks existing or established during the term of this Agreement. Agency will obtain prior approval in writing to use Contractor's name in any promotional materials. Contractor shall not without the prior written consent of MHMR's CEO or designee, use in advertising, publicity, promotional materials, including but not limited to printed press, websites, brochures, business cards, social media or otherwise, the name, trademark, logo, symbol or other image of MHMR.

2.4. Bills for Payment. Contractor will submit bills for payment for Covered Services provided to Covered Individuals within thirty (30) days following the provision of the Covered Service. Contractor agrees that failure to submit claims within such time period may, at Local Authority's sole discretion, result in disallowance of the claims for the purposes of payment. All claims will be considered final unless Contractor requests an adjustment in writing within thirty (30) days after receipt of payment from Local Authority.

2.5. Reimbursement. Contractor will accept payment received from Local Authority in accordance with the Rate Schedule set forth in Exhibit(s) attached to this Agreement as payment in full for Covered Services provided pursuant to this Agreement and that there will be no duplicate payments from other sources for the same Covered Services paid for by the funds on this Agreement. Under no circumstances, including termination of this Agreement, Contractor will submit a claim or bill or collect a deposit from, seek remuneration or compensation from a Covered Individual, or any person acting on their behalf for Covered Services. Further, Contractor will not submit a claim or bill or collect compensation from Local Authority for any service not itemized on attached Exhibit(s).

2.6. Covered Individual Appeals and Complaints. Contractor agrees to inform Covered Individuals served by the Contractor in writing of their right to file a complaint regarding Contractor in accordance with Local Authority's complaint process. Contractor agrees to take such corrective action as required by Local Authority to resolve any appeal or complaint related to the provision of services pursuant to this Agreement.

2.7. Reports.

a. The following events involving Covered Individuals must be reported within one (1) hour to the Local Authority. Contractors are required to call (800) 866-2465 with information regarding the occurrence of any of the following critical incidents as soon as possible:

1. Consumer Death = Suicide/Homicide
2. News Media Coverage Likely
3. Homicide threat with a Plan
4. Homicide attempt
5. Perpetrator of Homicide
6. Missing Person (Police Report Filed)
7. Catastrophic Events (I.E. Bomb threats, explosions, major fire, etc.)

b. Contractors are required to report the following non-critical events Monday – Friday, 7 a.m. – 5 p.m. by calling (800) 866-2465:

1. Consumer death – Medical reasons
2. Abuse, Neglect, or Exploitation
3. Suicide Attempts
4. Hospitalizations
 - a. client injury requiring ER
 - b. client illness requiring admission
 - c. psychiatric admission
5. Physical Aggression (forceful or hostile actions with intent to harm self/others)
6. MAB or Ukeru (Physical Restraint)
7. Auto Accident involving a Covered Individual

8. Fire at Facility
9. DNR (Do Not Resuscitate)
10. AMA (Against Medical Advice)
11. Medication Error
12. Infectious Diseases

2.8. *Representations and Warranties.*

a. Contractor represents and warrants that at all times during this Agreement, that it, its officers, employees and agents will comply with:

1. The most current HHS Community Standards for Community Mental Health and Intellectual/Developmental Disabilities Centers and Community Services Programs, and the relevant HHS rules, certifications, accreditations and licenses; and
2. All applicable local, state, and federal laws, rules, regulations, handbooks, standards and guidelines now in effect and that become effective during the term of this Agreement including but not limited to All applicable standards set forth in State's Mental Health Community Service Standards found in Title 26 of the Texas Administrative Code, Part 1, Chapter 301, Subchapter G and Title 40 of the Texas Administrative Code, Part 1, Chapter 2, a current copy of which may be requested from MHMR or may be obtained at the following website address: <https://www.sos.state.tx.us/tac/index.shtml>.

b. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are duly licensed, certificated, registered and possess other legally necessary and recognized credentials necessary to perform the Covered Services to be provided under this Agreement in accordance with the laws of the State of Texas.

c. Contractor, its officers, employees and agents, will maintain any certifications, registrations, or licenses required to remain in good standing in its profession during the term of this Agreement. Additionally, Contractor must inform the Local Authority immediately of any changes -- including any termination, reduction, revocation or suspension -- to any certifications, registrations, or licenses held by the Contractor, its officers, employees or agents. Contractor shall report to Local Authority any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure.

d. Contractor will ensure the performance of services within the standards and scope of its profession and in a manner designed to assist in the efficient operation of the Local Authority. Contractor agrees to interact with Local Authority staff, other contractors with the Local Authority, and consultants in a cooperative manner. The adequacy of the performance of this obligation will be determined at the Local Authority's sole discretion.

e. Contractor represents and warrants that the execution and performance of this Agreement by Contractor will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Contractor is a party or otherwise subject.

f. Contractor represents and warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence 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. Contractor further represents and warrants that 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 Local Authority, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such Federal contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.

g. Contractor represents and warrants that AIDS/HIV workplace guidelines, similar to those adopted by the State pursuant to Texas Health & Safety Code Section 85.112 et. al. and AIDS/HIV confidentiality guidelines, consistent with state and federal law, will be adopted and implemented by the Contractor.

h. Contractor represents and warrants that at the time of executing this Agreement, neither Contractor, nor its officers or directors are held in abeyance or barred from the award of a federal or state contract.

i. The Contractor represents and warrants that it has, or will, within ninety (90) days of the commencement of this Agreement and provision of services hereunder, received, read and understood the MHMR of Tarrant County Compliance Plan. Contractor further represents and warrants that it agrees to abide by the principles contained in the Compliance Plan, including its responsibility to report any known or suspected violations of the Plan.

j. The Contractor represents and warrants that it has full power and authority to enter into this Agreement.

k. Contractor represents and warrants that he/she is not currently an employee of the Local Authority.

2.9. Disclosure. Contractor agrees to disclose to the Local Authority if it, its officers, employees or agents, or any other person rendering services to an individual under this Agreement:

- a. is currently held in abeyance from or barred from the award of a federal, state or county contract or if this occurs anytime during this Agreement's term;
- b. has been convicted of a criminal offense related to any county, state or federally funded program, or
- c. is placed on "vendor hold" status for any county, state, or federally funded program.

2.10. Contractor Personnel. The services of any officer, employee or agent to whom Contractor delegates the delivery of designated services are the direct responsibility of Contractor and Contractor agrees to indemnify and hold harmless Local Authority, its employees, agents, officers, and assigns from any claim of liability arising from the negligent or wrongful acts of the officer, employee or agent to whom Contractor delegated the delivery of designated services.

2.11. Required Information for Criminal Conviction Checks. Contractor agrees to provide conviction data on Contractor and all of Contractor's officers, employees, or agents whose duties place them in direct contact with Covered Individuals in accordance with Vernon's Texas Codes Annotated, Health and Safety Code, §533.007, as amended; Texas Government Code §411.115, as amended; Texas Administrative Code Title 26, Chapter 301, Subchapter B and Texas Administrative Code Title 26, Chapter 301, Subchapter L. Results must be reported to the Local Authority's Credentialing Department on all existing staff and new staff, and must be updated annually for all employees, officers or agents. Should any employee, officer or agent have been convicted, received a probated sentence, or for whom there exists an arrest warrant or wanted persons notice relevant to his employment or agency relationship, Contractor will immediately remove the employee, officer or agent from any direct contact with clients. If Contractor, its officers, employees or agents have a conviction as described in this section of this Agreement, then this Agreement may be terminated without prior notice. For the purposes of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, a crime listed in Texas Administrative Code, Title 26, Section 301.57(g), or any other crime involving personal injury or threat to another person.

2.12. Immigration Reform and Control Act. If Contractor is a sole proprietor or self-employed, Contractor agrees to provide appropriate identification and employment eligibility documents to Local Authority and hereby certifies that Contractor is authorized to work in the United States. If Contractor is incorporated or has employees, Contractor hereby certifies that it complies and meets all requirements regarding their employees eligibility to work in the United States pursuant to any and all laws, rules and regulations including the Immigration and Reform and Control Act of 1986, as amended, provided that if the services pursuant to this agreement are covered under a State or Federal Performance Contract, a State or Federal

Grant, or any contract, law, rule or regulation that requires Local Authority to utilize the E-Verify system, Contractor agrees to enroll and use E-Verify in addition to the I-9 and will provide Local Authority with a copy of their Maintain Company page from E-Verify to prove enrollment upon execution of this Agreement, or soon thereafter and, upon request, an electronic or hard copy screenshot of either the confirmation screen or the tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form i-9 for the three most recent hires as proof that this provision is being followed.

2.13. Franchise Tax and Child Support Payments. If Contractor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until the delinquency is remedied. If Contractor is an individual and is or becomes delinquent in the payment of Court ordered Child Support Payments, then payments to the Contractor due under this Agreement may be withheld until the delinquency is remedied. Furthermore, Contractor certifies that under Section 231.006 of the Texas Family Code, Contractor is not ineligible to receive the specified payment(s) described herein and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

2.14. Reports of Abuse and Neglect. Within one hour of witnessing or becoming aware of possible abuse/neglect/exploitation, Contractor is responsible for reporting the incident to the Texas Department of Family and Protective Services at 1-800-252-5400 or www.txabusehotline.org.

2.15. Screening of Employees, Agents, and Subcontractors for Excluded Persons. Contractor understands and agrees that no payment will be made for Covered Services by any federal funding source, DSHS, or Local Authority for any items or services furnished, ordered, or prescribed by an individual or entity excluded from participation in Medicare, Medicaid, and all other federal health care programs. No payment will be made for anything that an excluded person furnishes, orders, or prescribes. This payment prohibition applies to the excluded person, any Contractor who employs or contracts with the excluded person or entity, any hospital or other Contractor where the excluded person or entity provides services, and anyone else. The exclusion applies regardless of who submits the claims and applies to all administrative and management services furnished by the excluded person or entity. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the federal government.

In addition, Contractor agrees to:

- a. Promptly report to Local Authority any information regarding an excluded employee, agent, or subcontractor;
- b. Promptly report to Local Authority if Contractor suspects the billing of Contractor's employees, agents and/or subcontractors may be fraudulent and provide any evidence thereof;
- c. As, required by Federal or State law, Provider will conduct a monthly check of the Federal and State OIG List of Excluded Individuals and Entities for its current owners, directors, officers, employees, contractors and agents.

If Contractor has been excluded, any payment made to Contractor is subject to recoupment by Local Authority and this Agreement may be terminated immediately and without prior notice.

2.16. Referrals. Contractor shall not directly refer any Covered Individual to another provider for any Covered Services but will instead refer each such Covered Individual back to Local Authority or such other third party designated by Local Authority to consider and make any referrals.

2.17. Continuity of Care. Contractor shall participate and coordinate with Local Authority to plan Covered Services in order to assure continuity of Covered Services both during and following Covered Service delivery by Contractor.

2.18. Solicitations. Provider shall not offer any gift to Covered Individual(s) or solicit Covered Individual(s) through direct mail, by telephone, or otherwise.

III. Responsibilities of the Local Authority

3.1. Payment.

a. In consideration of the obligations undertaken by Contractor, the Local Authority agrees to pay Contractor for services based on the Schedule described and defined in Exhibit(s) attached to this Agreement.

b. Payment for services is conditioned upon the Contractor completing all documentation necessary for the Local Authority to process the bill(s) for payment. The documentation must meet the standards and rules of Medicaid, if applicable, and as stated in Local Authority Policies and Procedures which may be obtained from Local Authority.

c. When all components of required reports as defined in this Agreement, are received by Local Authority, Local Authority will remit payment to Contractor within thirty (30) days from the date an undisputed, accurate, complete bill for services with all required supporting documentation is received by Local Authority. Payments to the Contractor will be held until required reports or documentation are received. Following receipt of the required reports, payment will be released to the Contractor.

d. If Local Authority overpays Contractor for any reason, Contractor agrees to refund the amount of overpayment within thirty (30) days of receipt of written notice of overpayment from the Local Authority. If Local Authority underpays Contractor for any reason, Local Authority will pay the difference between the amount paid and the amounts payable pursuant to this Agreement.

3.2. Delegated Credentialing of Contractor Employees and Agents. Contractor shall be responsible for ensuring that all personnel delivering Covered Services under this Agreement meet all applicable licensing, credentialing, competency, and training requirements and standards. Minimum standards shall comport with Information Item V requirements, as summarized in Appendix C. Local Authority may audit, and Contractor shall provide upon such request, documentation related to Contractor personnel to ensure personnel meet the minimum requirements pursuant to this Agreement and applicable law.

3.3. Sanctions. Local Authority may impose sanctions for failure to comply with the terms of this Agreement. The Local Authority will give Contractor notice in writing of Local Authority's intention to impose sanctions for non-performance of requirements of this Agreement. Sanctions that may be imposed include, but are not limited to, withholding referrals, withholding of payments to Contractor, and removal of Covered Individuals from the Contractor's services. The Local Authority retains sole discretion to determine which situations constitute a major breach of this Agreement. Failure to remedy any situation leading to sanctions will be grounds for termination of this Agreement.

3.4. Provider Relations. All Contractor questions, issues, and comments regarding the management of this Agreement shall be directed to:

Kevin McClean, Sr. Director of Contract Administration
MHMR of Tarrant County
3840 Hulen St.
Fort Worth, Texas 76107
(817) 569-4456
Provider.Relations@mhmrtc.org

3.5. Penalties. Any penalties, fines, or sanctions imposed upon Local Authority by State as a result of Contractor's failure to comply with the requirements of this Agreement may be passed through to Contractor, to the extent that such failure is solely the fault of Contractor. These penalties and fines will be

charged to the Contractor and recovered by Local Authority at the Local Authority's sole discretion through either reduction of future payments or direct Contractor reimbursement. Such penalties may not be imposed in addition to the sanctions specified in Section 3.3.

IV. Records, Confidentiality and Access

4.1. Disclosure Under the Public Information Act. Local Authority is required to comply with the Public Information Act and, therefore, is required upon written request to release information regarding Contractor. Information deemed proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Attorney General's Office. Contractor shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the Local Authority from any duty, responsibility or liability with regard to the release of any information delivered to the Local Authority by Contractor.

4.2. Records. Contractor will retain records of services provided to Covered Individuals for a minimum of seven (7) years.

4.3. Confidentiality of Records of Covered Individuals Served by This Agreement. Contractor agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services as a Contractor for the Local Authority that Contractor and its officers, employees and agents are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information, as found in the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC § 1320d et seq. and the Federal Standards for Privacy of Individually Identifiable Health Information, 45 CFR, Parts 160 and 164, and other state and/or federal laws or regulations governing the confidentiality of this information.

In addition, Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor, its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.

Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has been a client of the facility, center, or other designated contractor. Client identity information may only be stored on Local Authority's data systems or equipment.

Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable state and federal laws, rules and regulations. Contractor agrees to inform the Local Authority of any attempts to gain access to information pertaining to clients.

Provider agrees to execute a Business Associate Agreement if it is deemed necessary by MHMR in order to perform the services under this Agreement.

4.4. Access to Facilities, Books and Records by Local Authority or State. Contractor agrees to allow the Local Authority or other authorized governmental agencies unrestricted access during usual business hours to facilities at which Covered Services are provided, service contractors, individuals served, records, data, and other information as necessary to enable the State and the Local Authority or other authorized agencies to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement. Contractor authorizes Local Authority and State or their designated agents to make copies, at no charge, of Contractor's medical, financial and administrative books, documents, and records related to

the provision of services to Covered Individuals and the cost thereof, subject to applicable laws and regulations.

4.5. Right of Audit and Recovery. Contractor hereby authorizes Local Authority to conduct retrospective audits of Contractor's claims and other records related to any service rendered to a Covered Individual for a period of up to two (2) years following payment to Contractor. In the event such an audit reveals that Contractor was paid by Local Authority for services not rendered or properly documented, Local Authority may recover any compensation paid to Contractor for such services and Contractor agrees to pay Local Authority on demand any such amount determined by the Local Authority to have been paid for services not rendered or not properly documented.

V. Insurance

Contractor agrees to maintain or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense, policies of general and professional liability insurance coverage from an insurer acceptable to the Local Authority in order to insure Contractor and Local Authority against any claim for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement, and will name the Local Authority as an additional insured. Coverage in the amount of \$500,000 per claim and \$1,000,000 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Agreement to the Local Authority a minimum of thirty (30) days prior to such changes. The Local Authority may withhold payments under the terms of this Agreement until Contractor furnishes the Local Authority with the Certificate of Insurance showing such insurance is in full force and effect.

VI. Indemnification

CONTRACTOR HEREBY AGREES, TO INDEMNIFY AND HOLD HARMLESS THE LOCAL AUTHORITY AND ALL OF ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL SUITS, ACTIONS, CLAIMS OR COST OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ATTORNEY FEES AND COST OF COURT, BROUGHT OR MADE ON ACCOUNT OF ANY INJURIES, DEATH, OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO CLIENTS, ARISING OUT OF OR OCCASIONED BY ANY NEGLIGENT OR WRONGFUL ACTS OF CONTRACTOR OR CONTRACTOR'S PERSONNEL, IF ANY, OR ITS AGENTS OR EMPLOYEES WHETHER OCCURRING DURING THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT OR IN THE EXECUTION OF THE PERFORMANCE OF ANY OF ITS DUTIES UNDER THIS AGREEMENT.

CONTRACTOR, ON BEHALF OF ITSELF OR ITS PERSONNEL PROVIDING SERVICES UNDER THIS AGREEMENT, FURTHER HEREBY RELEASES LOCAL AUTHORITY FROM, AGREES TO INDEMNIFY AND HOLD HARMLESS LOCAL AUTHORITY AND ALL OF ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ALL SUITS, ACTIONS, CLAIMS, COSTS, EXPENSES, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS, PENALTIES, FINES, DEMANDS, RIGHTS AND CONTROVERSIES OF ANY KIND AND CHARACTER WHATSOEVER (COLLECTIVELY, THE "LIABILITIES"), WHETHER ARISING UNDER COMMON LAW, BY STATUTE OR OTHERWISE, BASED UPON, ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO OR CAUSED BY OR RESULTING FROM, IN WHOLE OR IN PART, ANY BODILY OR PROPERTY DAMAGES CAUSED TO CONTRACTOR OR ITS PERSONNEL INVOLVED IN THE PERFORMANCE OF

THE CONTRACTED SERVICE ACTIVITIES OCCURRING DURING THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT OR IN THE EXECUTION OF THE PERFORMANCE OF ANY OF ITS DUTIES UNDER THIS AGREEMENT.

VII. Term and Termination

7.1. *Term.* This Agreement is for the period beginning on September 1, 2026, and will expire by its own terms as of August 31, 2028, unless sooner terminated under this Agreement. This Agreement's implementation and continuation are contingent upon the availability of funds appropriated by the Texas Legislature and being made available to the Local Authority. This Agreement may be renewed on a yearly basis based on mutual agreement and acceptable Contractor performance.

7.2. *Immediate Termination.* Local Authority may terminate this Agreement immediately if:

- Local Authority does not receive the funding to pay for designated services under this Agreement;
- Local Authority has cause to believe that termination of this Agreement is in the best interests of the health and safety of the Covered Individuals served under this Agreement;
- Contractor has become ineligible to receive Local Authority funds; or
- Contractor, its officers, employees or agents, have their Texas licenses or certifications suspended or revoked.

7.3. *Termination upon Default.* Upon written Notice of Default of any of the obligations to be performed under the terms of this Agreement, the non-defaulting party must provide written notice to the defaulting party informing the defaulting party of the obligation(s) which have not been satisfied and provide fifteen (15) days in which to correct or cure the default to the reasonable satisfaction of the non-defaulting party. If, at the end of such fifteen (15) days cure period, such default remains uncorrected, then and in such event, the non-defaulting party shall have the right to terminate this Agreement upon an additional fifteen (15) day written Notice of Termination to the defaulting party.

7.4. *Termination by Mutual Consent.* This Agreement may be terminated with thirty (30) days written notice by the parties' mutual consent or by the parties' inability to agree to amendments as provided in Section 9.2 of this Agreement.

7.5. *Termination Without Cause.* Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party.

7.6. *Termination for Failure to Disclose Criminal Conviction.* The Local Authority may terminate this Agreement at its sole discretion if it determines that the Contractor did not fully and accurately disclose the following information concerning persons convicted of crimes:

- The identity of any employee, officer, or other person directly or indirectly involved in this Agreement who has been convicted of any criminal offense related to any state or federally funded program; and
- The identity of any employee, officer, or other person directly or indirectly involved in this Agreement who is in direct contact with persons served and who has been convicted of a crime described in pursuant to the provisions of this Agreement of this Agreement provided that Contractor will immediately remove the individual from direct contact with persons served and if Contractor fails to remove the individual with the conviction from direct contact with persons served, this Agreement may be terminated immediately.

7.7. *Effect Upon Notice of Termination.* Upon notice of termination, Contractor will cooperate fully with Local Authority in the transfer of Covered Individuals to other services. Contractor recognizes that during

any notice period preceding the effective date of termination, Local Authority, may at its sole discretion, deny authorization to Covered Individuals to receive Covered Services.

7.8. Effect Upon Termination. Upon termination, the rights of Local Authority and Contractor under this Agreement will terminate, except that termination will not release the parties of their respective obligations with respect to:

- a. Payments accrued for Covered Services by Contractor prior to termination;
- b. Contractor's agreement not to seek compensation from Covered Individuals for Covered Services prior to termination of this Agreement;
- c. The continuation of Contractor's care for Covered Individuals receiving Covered Services from Contractor until continuation of the Covered Individuals' care can be arranged by Local Authority. Local Authority will reimburse Contractor for such care pursuant to the terms of this Agreement;
- d. Requirements of this Agreement regarding confidentiality and record retention will survive this Agreement; and
- e. Contractor's agreement to indemnify release and hold harmless Local Authority.

VIII. Independent Contractor Relationship Between the Parties

8.1. Independent Contractor. The relationship between the Local Authority and Contractor will be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Local Authority and Contractor other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Local Authority. Contractor agrees that it will not hold itself out as an employee of the Local Authority to individuals served under this Agreement or to any other persons. Contractor understands and agrees that:

- a. Local Authority will not withhold on Contractor's behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Contractor; or make available to Contractor any benefits afforded to employees of Local Authority;
- b. All the payments, withholdings, and benefits, if any, described in this section above are Contractor's sole responsibility;
- c. Contractor will indemnify and hold Local Authority harmless from any and all loss or liability arising with respect to the payments, withholdings, and benefits, if any, described in this section; and
- d. In the event the Internal Revenue Service should question or challenge Contractor's independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

8.2. Professional Judgment. In the performance of all services under this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of professional services. Contractor and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Local Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Local Authority and State.

8.3. Liability for Treatment or Service. Nothing in this Agreement shall be deemed to change or alter any relationship that exists or may come to exist between the Contractor and a Covered Individual. Contractor shall have and be subject to the same duties, liabilities and responsibilities toward Covered Individuals as exist generally between consumers and the Contractor.

IX. Miscellaneous

9.1. Nondiscrimination. Each party to this Agreement agrees to ensure that no person, on the basis of race, color, religion, sex, national origin, age covered veteran status, disability, or any legally protected characteristic, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to services provided by the parties to this Agreement. Without limiting the foregoing, the parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act ("ADA") of 1990, Title VI of the Civil Rights Act of 1964, as amended, and the Age Discrimination in Employment Act of 1967 and Section 1557 of the Affordable Care Act of 2010. MHMR is an equal opportunity employer. MHMR prohibits employment discrimination based on race, color, religion, sex, national origin, age covered veteran status, disability, or any legally protected characteristic.

9.2. Amendment. Local Authority may amend this Agreement by written notice to Contractor. The failure of Contractor to object in writing to any such proposed amendment within ten (10) days of receipt of notice of such amendment shall constitute acceptance. Either party may terminate this Agreement in accordance with the provisions for termination if Contractor and Local Authority are unable to agree to the proposed amendment.

9.3. Entire Agreement. This Agreement, including all exhibits referenced herein and documents incorporated herein by reference, constitutes the entire agreement between the parties and is the sole and only agreement between the parties and supersedes any prior understanding, written or oral agreement between the parties.

9.4. Assignment. This Agreement or the rights or obligations under it will not be assigned or subcontracted without the prior written consent of the parties.

9.5. Governing Law and Venue. This Agreement will be construed and enforced in accordance with Texas law, and venue will lie in Tarrant County, Texas. Each party hereby agrees that any lawsuit arising out of this Agreement shall be brought in any court of appropriate jurisdiction in Tarrant County, Texas.

9.6. Gender and Number. The masculine or feminine gender and the singular or plural number are deemed to include the others whenever the context so indicates or requires.

9.7. Notices. Any notice required to be given pursuant to the terms of this Agreement must be in writing and will be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority and Contractor at the addresses below. The notice will be effective on the date of delivery indicated on the return receipt.

If to Local Authority:

Kevin McClean, Sr. Director of Contract Administration
MHMR of Tarrant County
3840 Hulen St.
Fort Worth, Texas 76107

If to Contractor:

9.8. Remedies. Remedies contained herein are the sole and exclusive remedies for the breach of this Agreement.

9.9. Severability. If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

9.10. Effects of Severable Provision. In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations of the parties to this Agreement in the manner as, in the sole judgment of the affected party:

- a. will cause serious financial hardship to the affected party; or
- b. will cause the affected party to act in violation of law or its corporate Articles or Bylaws, the party so affected will have the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the other party.

9.11. Renegotiation. The parties agree that if, as a result of a change to a State rule, state or federal law, or community standard, the contractual obligations of the Local Authority are materially changed or a significant burden is placed on the Local Authority, the parties will renegotiate in good faith to amend this Agreement.

9.12. Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated into this Agreement by this reference.

9.13. No Waiver of Rights. The failure of either party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such ability to later insist upon such observation or performance, or to enforce such right or remedy. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as appropriate.

9.14. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any party may execute and deliver this Agreement by signing the same and sending a copy thereof by facsimile transmission or in Adobe Portable Document Format ("PDF") sent by electronic mail. Such document, including the signatures thereon, shall be treated in all respects as an original document bearing an original signature.

9.15. No Boycott of Israel. In compliance with Section 2270.001 et seq. of the Texas Government Code, Provider warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Provider does not boycott Israel; and (2) Provider will not boycott Israel during the term of this Agreement. For the purposes of this Agreement, and in compliance with the Texas Government Code, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes.

9.16. No Engagement in Scrutinized Business Operations. In compliance with Section 2252.151 et seq. of the Texas Government Code, Provider warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Provider does not engage in scrutinized business operations in Sudan; (2) Provider does not engage in scrutinized business operations in Iran; and (3) Provider does not engage in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" shall have the meaning ascribed to that term as set forth in Section 2270.0001 et seq. of the Texas Government Code. "Scrutinized business operations in Iran" shall have the meaning ascribed to that term as set forth in Section 2270.0101 et seq. of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" shall have the meaning ascribed to that term as set forth in Section 2270.0151 et seq. of the Texas Government Code.

9.17. Signatures:

Contractor:

Signature

Date

Printed Name

MHMR of Tarrant County:

Printed Name

Date

Exhibit A
to
Professional Services Agreement
by and between
MHMR of Tarrant County
and
Contractor

Crisis Respite Services

Description of Covered Services and Corresponding Rates

SERVICE DESCRIPTION

Contractor agrees to provide Crisis Respite Services for Covered Individuals who are experiencing a behavioral health crisis. Crisis Respite Services delivered pursuant to this Agreement shall align with the Health and Human Services Commission (“HHSC”) program goals, including:

1. Provide a therapeutic and family and child-centered environment for children in a crisis respite facility with a single diagnosis of serious emotional disturbance (“SED”) or a primary diagnosis of SED and a co-occurring diagnosis, including a substance use disorder (“SUD”) or an intellectual or developmental disability (“IDD”);
2. Increase access to short-term, safe, and clinically appropriate residential services for children who are in a crisis as defined by 26 TAC §306.255(26) but do not require inpatient services as defined in 26 TAC §306.153(35); and
3. Provide transition planning services to the child’s family, adult caregiver, or legally authorized representative prior to the child exiting the crisis respite facility.

Contractor shall, notwithstanding any applicable exemptions, be licensed as a crisis respite facility and conform to all applicable crisis services requirements as outlined in HHSC “Information Item V”, available at <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/behavioral-health-provider/community-mh-contracts/info-item-v.pdf>, hereby incorporated into this Agreement.

Contractor agrees to maintain licensure for facility, as applicable, and to notify MHMR if there is any change to the facility’s license status.

I. Core Service Components. Contractor:

- a. Must deliver applicable Crisis Respite Services as required by “Information Item V”, and relevant TAC requirements, including:
 - i. timely crisis assessment and admission processes;
 - ii. 24/7 supervision and care;
 - iii. individualized treatment and safety planning;
 - iv. skills training and psychoeducation;
 - v. family/LAR engagement;
 - vi. case management;
 - vii. on-site therapeutic services;
 - viii. on-site charter school;
 - ix. coordination of medical assessment and medication support;
 - x. daily progress documentation;
 - xi. trauma-informed daily living milieu; and

- xii. discharge planning that begins at admission with linkage to post-discharge services.

II. Facility & Safety Standards (minimum). Facility operations must adhere to “Information Item V” physical plant/safety requirements and, where applicable, 26 TAC Chapter 748 or an approved exemption under 26 TAC 745. Requirements include:

- a. environmental safety;
- b. infection control and TB screening, as recommended by the CDC;
- c. medication storage and controls;
- d. life-safety/fire safety and evacuation drills;
- e. safe egress (unlocked with unrestricted exit; delayed egress permitted only as allowed by applicable code);
- f. age-appropriate separation of children and adolescents unless clinically justified and documented;
- g. adequate bedroom/bathroom capacity and supervision;
- h. anti-ligature bathrooms; and
- i. posted rights/grievance information.

III. Staffing & Clinical Oversight (minimum). Contractor shall maintain 1:4 Staffing ratio and ensure 24/7 coverage with competencies in crisis intervention and de-escalation. Access to clinical staff must be available at all times (e.g., RN/APRN/PA/physician). Program psychiatric medical oversight (Medical Director) shall be provided by Authority. Contractor shall abide by MHMR policies, procedures, and protocols related to crisis services. Contractor may substitute its own policies, procedures, and protocols, provided such policies, procedures, and protocols (1) meet the minimum contractual and regulatory requirements and (2) may be subject to requested changes at the discretion of MHMR’s medical director. Policies, procedures, and protocols include the subjects listed in Appendix D, and shall be provided to MHMR upon request. Job duties and responsibilities of Contractor staff involved in assessment or treatment shall be provided to MHMR upon request and may be subject to requested changes at the discretion of MHMR’s Medical Director. Staff shall be licensed/credentialed as appropriate for the scope of their role and shall demonstrate critical competencies as necessary and appropriate. Training must address required and critical competencies for child/adolescent crisis services, including aggression management training; at least two staff trained in management of assaultive/aggressive behavior must be onsite at all times.

IV. Reporting & Performance. Contractor shall collect and submit to MHMR data necessary for HHSC quarterly performance reporting, including:

- a. referral/assessment/admission activity;
- b. utilization and length of stay;
- c. number of hours provided for the following services:
 - i. Permanency planning;
 - ii. Skills training;
 - iii. Individual counseling;
 - iv. Family counseling;
 - v. Care coordination or service coordination;
 - vi. Medication management;
 - vii. Crisis intervention;
 - viii. Safety planning;
 - ix. Educational services;
 - x. Certified family partner;
 - xi. Other (specify).
- d. discharge disposition; and

- e. referrals for continued care.

Contractor shall support MHMR in meeting HHSC invoicing and quarterly Financial Status Report timelines and shall promptly provide incident notifications and other required reports, including mandatory child abuse reporting, to MHMR in accordance with law and contract requirements.

V. Contract Deliverables & Program Reporting. Contractor will submit to MHMR per request and as needed to meet MHMR's obligations under its "Statement of Work, Attachment A", as may be amended from time-to-time, attached and incorporated to this agreement hereto, including:

- a. policies and procedures upon request;
- b. quarterly performance reports aligned to HHSC CCR metrics;
- c. information to add to the annual program report by September 30 of each state fiscal year;
- d. monthly invoices and supporting documentation by the 10th of the month for the prior service month; and
- e. quarterly financial status data, as required.

Contractor must supply all program and fiscal data for MHMR submission to HHSC.

To the extent Contractor must submit report data or deliverables pursuant to "Statement of Work, Attachment A", it shall provide such data or deliverables 10 calendar days before the listed due date to provide adequate information to allow Authority to submit its performance data. For deadlines on calendar days falling over a weekend or holiday based on this requirement, such deadline shall be extended to the next business day. Authority and Contractor shall coordinate if an extension is required.

RATE

Service	CPT Code	Rate	Unit of Service
Crisis Respite Services			Per Bed Day

Contractor must submit the MHMR authorized progress note/claim by the 10th business day following service provision documenting sufficient details to verify that a service(s) was delivered as authorized. Provider will submit claims through MHMR's claim portal; Provider Connect NX.

Contract not to exceed:

\$95,875 for services between September 1, 2026 and August 31, 2027

\$95,875 for services between September 1, 2027 and August 31, 2028

ATTACHMENT A
STATEMENT OF WORK
CHILDREN'S CRISIS RESPITE

I. PURPOSE

1. The purpose of the Health and Human Services Commission's ("HHSC") Children's Crisis Respite ("CCR") program is to provide a therapeutic and family and child-centered environment for children in a crisis respite facility with a single diagnosis of serious emotional disturbance ("SED") or a primary diagnosis of SED and a co-occurring diagnosis, including a substance use disorder ("SUD") or an intellectual or developmental disability ("IDD").
2. Program goals are to:
 - a. Increase access to short-term, safe, and clinically appropriate residential services for children who are in a crisis as defined by 26 TAC §306.255(12) but do not require inpatient services as defined in 26 TAC §306.153(38); and
 - b. Provide transition planning services to the child's family, adult caregiver, or legally authorized representative prior to the child exiting the crisis respite facility.

II. GRANTEE RESPONSIBILITIES

1. **Funding.** Grantee shall expend funds allocated under this Statement of Work only on the following costs:
 - a. Establishing or expanding CCR beds, including one time start-up or ongoing maintenance expenses that are included in the approved budget;
 - b. Providing crisis respite intake and treatment planning and intervention services to eligible children in accordance with the most recent version of Information Item V, as published by HHSC ("Information Item V"). The terms of Information Item V are hereby incorporated into this Contract by reference and made part of this Contract for all purposes. Grantee may view the latest version of Information Item V at <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/behavioral-health-provider/community-mh-contracts/info-item-v.pdf>. HHSC will also provide a copy of Information Item V to Grantee upon request; and
 - c. Providing transition planning services to children utilizing crisis respite services under this Contract.
2. **Licensing.** If Grantee owns and operates a non-licensed facility under an exemption from licensure with the State of Texas, Grantee must register and submit a facility exemption form in conjunction with the Consolidated Local Services Plan submission every two years in accordance with Information Item V. CCR grantees are exempt from General Residential Operation licensing requirements.
3. **Implementation.** Grantee shall provide crisis respite services in a crisis respite facility only. Grantee will not provide crisis respite services in private residential settings.

4. **Fidelity.** Grantee shall comply with all applicable crisis respite requirements and facility standards in accordance with Information Item V.
5. **Eligibility.** CCR serves children who are between the ages of 3 and 17, up until their 18th birthday, who have low risk of harm to self or others and may have some functional impairment who require direct supervision and care but do not require hospitalization. Grantee shall notify HHSC in writing to HHSC's Crisis Mental Health team at CrisisServices@hhs.texas.gov of any additional exclusionary criteria used to determine eligibility for admission into a CCR facility upon Grant Agreement execution. If any change to Grantee's exclusionary criteria occurs during the Grant Agreement term, Grantee must notify HHSC of such change within one business day of the change going into effect.
6. **Policies and Procedures.** Grantee shall develop and maintain written policies and procedures required per Information Item V. As part of its policies and procedures, Grantee must develop a written process that ensures that eligible children and families are aware of and have access to CCR. Grantee must identify referral sources and develop a referral process for children who could benefit from CCR. Grantee's policies and procedures must also require that a denial of access to CCR must be documented in each applicable child's Electronic Health Record and shall require that such documentation include any exclusionary criteria used to make the determination. Grantee's policies and procedures shall be available upon request by HHSC no later than 14 calendar days from the date of the written request.
7. **Learning Collaborative.** If developed by HHSC, Grantee will participate in a learning community with other contracted programs and stakeholders. Learning community discussion topics may include: understanding statewide performance, promising practices, identifying possible edits to Information Item V guiding the program, ensuring consistency with reporting, and other relevant topics. If a learning community is not developed, participation will not be a requirement.

III. **CONTRACT DELIVERABLES, PERFORMANCE MEASURES, AND PERFORMANCE MEASURES REPORTING**

1. HHSC will utilize the performance measures in this Section III to assess Grantee's effectiveness in providing the Services described in this Statement of Work.
2. Grantee must 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 (MBOW), in the Certification Authority (CA) General Warehouse Information folder. This folder can be found under MBOW Production, Enterprise. HHSC will grant access as needed.
3. For each quarterly reporting period, Grantee shall report the following:
 - a. For Referral, Assessment, and Admission:
 - i. Unduplicated number of children referred to crisis respite;
 - ii. Unduplicated number of children assessed for crisis respite eligibility;
 - iii. Number of children not admitted;

- iv. For each child not admitted, the primary reason for not being admitted to crisis respite;
- v. Unduplicated number of children admitted to crisis respite, including demographic information; and
- vi. Of the unduplicated number of children admitted to crisis respite, what was the referral source.
- b. For Respite Operations:
 - i. Bed utilization rate;
 - ii. Average length of stay quarterly and annually;
 - iii. Discharge destinations/living situation; and
 - iv. Referral for continued services or treatment following discharge.
- c. The names of partner organizations that work closely with the CCR program.
- d. For Program Implementation:
 - i. Describe any success stories resulting from the CCR program; and
 - ii. Describe any challenges implementing and operating the program, as well as the plans for overcoming those challenges.
- 4. Grantee shall submit its performance measures using **ATTACHMENT A-1: CHILDREN’S CRISIS RESPITE GRANT PROGRAM PERFORMANCE REPORTING TOOL** according to the following schedule:

PERIOD OF PERFORMANCE	PERFORMANCE REPORT DUE ON OR BEFORE
Quarter (“Q”)1: September 1 – November 30	December 20
Q2: December 1 – February 28	March 20
Q3: March 1 – May 30	June 20
Q4: June 1-August 31	September 30

- 5. If data is currently collected and reported through an existing HHSC system (e.g., CMBHS), Grantee must follow all provisions outlined in the HHS Data Use Agreement. If requested by HHSC, Grantee must enter data into a HHSC reporting system.
- 6. On or before September 30 of each state fiscal year, Grantee shall submit an annual Project Summary Report using a HHSC-approved system/format, which will be provided after contract execution.
- 7. Unless otherwise specified, all reports, documentation, and other information required of Grantee shall be sent electronically to the HHSC assigned Contract Manager, CrisisServices@hhs.texas.gov, and MHContracts@hhs.texas.gov.

Appendix A: Information Item V – Children’s Crisis Respite Detailed Compliance Checklist

- General Crisis Respite Requirements: Provide short-term, community-based residential crisis treatment for individuals with low risk of harm, mild functional impairment, ability to self-administer meds with staff support; comply with 26 TAC Chapter 301 (Subchapter G) and 26 TAC Chapter 306 requirements.
- Facility Egress: Operate an unlocked facility with unrestricted exit; delayed egress permitted only as allowed by applicable code.
- Facility Standards (Child & Adolescent): Separate children from adults and, unless clinically justified and documented, separate adolescents from younger children; medication procurement procedures; adherence to 26 TAC Chapter 748 if licensed as a GRO.
- Programming: Facility-based individual and group skills training; access to peer support and recovery supports, if available; educational services, recreation, and screen-time limits if operating as a residential childcare program.
- Service Availability & Admission: 24/7/365 operations; services throughout LMHA area; admit under this agreement only individuals determined eligible by LMHA and based on medical necessity by an Licensed Practitioner of Healing Arts (“LPHA”) or other qualified medical professional.
- Staffing & Competencies: 24/7 crisis support staff; at least two staff trained in management of assaultive/aggressive behavior onsite at all times; 4:1 staff ratio and ability to provide 1:1 supervision when indicated; required and critical competencies including child/adolescent crisis competencies; documented credentialing and annual training.
- Assessment & Intake: Crisis assessment by qualified staff; immediate access to medical assessment; orientation within 24 hours covering rights, rules, grievances, and schedule; compliance with any residential childcare intake standards as applicable.
- Intervention & Treatment: Procedures aligned with 26 TAC 320 as applicable; individualized plans; daily progress notes; psychoeducation, medication guidance, skills training, SUD intervention as needed; stable therapeutic milieu.
- Coordination & Continuity of Care: Written policies; contact existing providers; discharge planning at admission; linkage to post-discharge services; compliance with 26 TAC 306 and 26 TAC 748 discharge standards, as applicable.
- Physical Plant: Clean/safe facility; secure medication storage; ADA/TAS compliance; utilities and environmental standards; food and laundry safety; posting requirements; licensing standards, if applicable.
- Life Safety: National Fire Protection Association (“NFPA”) 101 compliance; evacuation plans and drills; transport safety; fire safety inspections; corrective action management.
- Infection Control / TB: Program of infection prevention; TB screening, in accordance with CDC guidance; sharps/waste management; PPE availability.
- Medication Management: Locked storage; temperature logs; double-lock for controlled substances; emergency kits as applicable; child/adolescent medication rules if licensed.
- Food Service: Annual kitchen inspection if preparing food; proper storage, sanitation, refrigeration; three meals per day or supplies for meal preparation; food handler permits; nutritional standards if licensed.

Appendix B: Subcontracting, DUA, and Special Conditions (for information purposes only)

1. HHSC Data Use Agreement (DUA): Subcontractors must execute the HHSC-required DUA Subcontractor Form and accept audit, breach-notification, and termination-for-noncompliance terms.
2. Special Conditions: Subcontractors must comply with HHSC Special Conditions including conflicts of interest, standards of conduct, HHSC inspection/audit/monitoring access, notice of criminal activity, LEP requirements, and medical records retention.
3. Monitoring & Notice: Subcontractor must notify MHMR/HHSC of confidentiality breaches, performance failures, criminal activity, conflicts of interest, or other material issues as required by contract.
4. Assurances: Subcontractor must sign assurances as required by MHMR per awardee requirements with HHSC.

Appendix C: Contractor Personnel Requirements—Training, Experience, and Competency

Pursuant to its licensure as a General Residential Operations facility, Contractor certifies that it complies with all applicable training, experience, and competency requirements pursuant to [Title 26, Chapter 748](#), including:

- Personnel, [26 TAC, Chapter 748, Subchapter E](#)
- Training and Professional Development, [26 TAC, Chapter 748, Subchapter F](#)
- Child/Caregiver Ratios, [26 TAC, Chapter 748, Subchapter G](#)

In addition to these requirements, Contractor affirms that personnel performing Covered Services meet the required competencies outlined in:

[26 TAC § 301.331\(a\)\(3\)\(A\)–\(B\)](#), including adequate accurate knowledge of—

- the nature of severe and persistent mental illness and serious emotional disturbances;
- the recovery and resiliency model of mental illness and serious emotional disturbance;
- the dignity and rights of an individual, as described in [26 TAC Chapter 320, Subchapter A](#) (relating to Rights of Persons Receiving Mental Health Services);
- identifying, preventing, and reporting abuse, neglect, and exploitation, in accordance with [26 TAC Chapter 301, Subchapter M](#) (relating to Abuse, Neglect, and Exploitation in Local Authorities and Community Centers);
- individual confidentiality, and other relevant state and federal laws affecting confidentiality of medical records, including [Title 42 CFR Part 2](#);
- interacting with an individual who has a physical disability such as a hearing or visual impairment;
- responding to an individual's language and cultural needs through knowledge of customs, beliefs, and values of various, racial, ethnic, religious, and social groups;
- exposure control of blood borne pathogens;
- identification of an individual as being in a crisis and accessing emergency or urgent care services;
- proper documentation of services provided; and
- planning and training for responding to severe weather, disasters, and bioterrorism;
- cardio pulmonary resuscitation (CPR);
- first aid;
- safe management of verbally and physically aggressive behavior;
- utilization of assistive technology such as communication devices with individuals who are deaf or hard of hearing; and
- seizure response and assessment.

Appendix D: Required Policies

Contractor shall have and will provide to MHMR upon request, policies, procedures, and protocols, including:

- Grievance policy
- Behavioral health emergencies
 - This policy is subject to approval by MHMR's medical director
 - Must meet requirements of [Interventions in Mental Health Services, 26 Chapter 320, Subchapter C](#)
- Coordination and continuity of care and successful linkage with referral facility, agency, or provider
- Infection control policy and procedure designated to provide a safe, sanitary, and comfortable environment and to help prevent the development and transmission of disease and infection.
- Written policies for control of communicable disease in employees and individuals, which includes tuberculosis (TB) screening and provision of a safe and sanitary environment for individuals and employees.
- Policy for handling a full sharps container
- Procedure to obtain medications for individuals when needed;
- Policies and procedures allowing on-site staff members to obtain 24-hour access to supervision, consultation, and evaluation when needed from:
 - Physician, PA, APRN, or RN for medical emergencies and an RN or LPHA for clinical emergencies.
- Crisis support staff members must:
 - Provide daily documentation on an individual's progress on treatment goals;
 - Document progress on the format approved by facility administrator; and
 - Communicate daily documentation to the credentialed staff member, at minimum as a QMHP-CS, responsible for making updates to the individual crisis treatment plan and making recommendations to continue services, change current services, or discharge from services. The credentialed staff member may be located or work from a location outside of the crisis respite facility.
- Written procedure defining actions that must be taken to ensure every effort is made to contact existing treatment providers during individual's assessment and treatment
- Policies and procedures for monitoring environmental safety, in accordance with [Environment of Care and Safety, 26 TAC § 301.312](#).
- Procedures to avoid cross-contamination between clean and soiled utensils and linens
- Fire protection procedures
- Written procedures for medication storage, administration, documentation, controlled substances, inventory, and disposal in accordance with [Medication Services, 26 TAC § 301.355](#)