



ADDENDUM No.1 **QUESTIONS & ANSWERS**

SOLICITATION ITEM: “RFP_CRISIS26-025 - CHILDREN’S CRISIS RESPITE SERVICES AND STATE HOSPITAL STEP DOWN SERVICES”

ADDENDUM; Item No.1:

(A01.1) Effective Wednesday, May 20th, 2026, this RFP Addendum includes responses to all questions submitted to date, regarding the above referenced procurements and solicitations for service. Any additional information required by interested providers must be emailed to procurements@ntbha.org.

1. **Q.** For each program, is the selected respondent expected to provide and maintain the physical plant/facility, or will NTBHA or another entity provide the facility where services will be operated?
A. *NTBHA provides and maintains Facilities for both programs.*

2. **Q.** For each program, please clarify which Scope of Work responsibilities are expected to be performed directly by the selected respondent and which responsibilities will be performed by NTBHA, an assigned responder, LMHA/LBHA clinical staff, state hospital staff, or another contracted provider.
A. *Provider roles and responsibilities are outlined in Exhibit B: Scope of Services, Section II. Provider/Grantee Responsibilities, for each of the two programs (CCR & SHSD), with further, more specific, procedural details, as listed in Section III., being finalized with the Awardee during contract negotiations.*

3. **Q.** Can NTBHA clarify whether respondents may propose only selected components of the Scope of Work, such as staffing, supervision, food, transportation, medication supervision, and residential operations, or whether respondents must propose to provide the full program model described in the SOW?
A. *NTBHA is not limiting responses to either (1) a full service array, or (2) selected components of the RFP SOW. However, preference shall be given to those responses presenting a more complete service array.*

4. **Q.** For the State Hospital Step-Down Program, will the selected respondent be responsible for providing clinical services listed in the SOW, including intensive services, cognitive adaptation training, peer support, substance use intervention, and medical care planning, or may those services be coordinated through NTBHA, LMHA/LBHA staff, MCOs, or other clinical providers?
A. *In the event a respondent is not able to provide particular services, NTBHA intends for those services to be coordinated by both NTBHA staff as well as with our current contracted provider network.*

5. **Q.** For the State Hospital Step-Down Program, who is financially responsible for participant rent, utilities, furnishings, food, transportation, prescriptions, medical/dental costs, and transition assistance when those costs are not covered by benefits or other funding sources?
A. ***For CCR, the respondent is expected to:** provide food and all prepared meals, basic housekeeping; help with individuals’ daily tasks like laundry, etc.; and will coordinate individuals’ needs with NTBHA staff. Also, the contractor is expected to provide staff to meet state mandated ratios - full time Daytime caregivers, Swing Shift caregivers, and Nighttime caregivers. Respondent is also expected to provide a tutor or tutoring service to ensure participants in the program maintain their schoolwork.*



Based on the ultimate contract negotiation, NTBHA expects to provide the following. The homes will have a program manager and 2 QMHP's as case managers to do the services with the individuals, such as appointments and job ready skills. The NTBHA staff will also work directly with the state on requirements and acceptance of individuals. NTBHA staff will have cars on location for transportation and appointment needs. NTBHA will be responsible for cost of all things the individuals need and will supply the program-required essentials.

For State Hospital Stepdown, the Respondent is expected to: provide food and all prepared meals, basic housekeeping; help with individual's daily tasks like laundry, etc.; and will coordinate individuals' needs with NTBHA staff. Also, the contractor is expected to provide staff to meet state mandated ratios - full time Daytime caregivers, Swing Shift caregivers, and Nighttime caregivers. Additionally, respondent will provide transportation for individuals leaving state hospitals to enter the program; 644 miles from El Paso to Dallas * 2 roundtrip * maximum 6 individuals + lodging.

Based on the ultimate contract negotiation, NTBHA expects to provide the following. The homes will have a program manager and 2 QMHP's as case managers to do the services with the individuals, such as appointments and job ready skills. The NTBHA staff will also work directly with the state on requirements and acceptance of individuals. NTBHA staff will have cars on location for transportation and appointment needs. NTBHA will be responsible for cost of all things the individuals need and will supply the program-required essentials.

6. Q. For both programs, is the selected respondent expected to furnish the facility, including beds, mattresses, linens, appliances, furniture, kitchen supplies, office equipment, safety equipment, and other start-up furnishings, or will NTBHA or another entity provide some or all facility furnishings?
- A. NTBHA will provide all facility furnishings.

Signed,

NTBHA Procurement Committee

North Texas Behavioral Health Authority
8111 Lyndon B Johnson Fwy #900, Dallas, TX 75251
eMail: procurements@ntbha.org



REQUEST FOR PROPOSALS

RFP_CRISIS26-025

CHILDREN'S CRISIS RESPITE SERVICES &
STATE HOSPITAL STEP DOWN SERVICES

Approved as to Form and Legality

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**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY
REQUEST FOR PROPOSALS
CHILDREN’S CRISIS RESPITE & STATE HOSPITAL STEP DOWN SERVICES**

RFP_CRISIS26-025

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INVITATION

North Texas Behavioral Health Authority (“NTBHA” or “Local Authority”) is the Texas Health and Human Services Commission (“HHSC”) designated Local Behavioral Health Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and substance use disorder services for the residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties (“Local Service Area”).

North Texas Behavioral Health Authority seeks to create a well-managed, integrated and high-quality delivery system of behavioral health services available to qualified consumers in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

As required by agreement with the Texas HHSC, NTBHA must provide, directly or by contract, the services of licensed, highly qualified, and competent personnel to ensure the provision of necessary behavioral health treatment services, to eligible NTBHA consumers, residing in our catchment area.

Pursuant to Title 26 TAC Chapter §301, the Local Authority is authorized to acquire community services for individuals, by certain procurement methods. By issuance of this Request for Proposals (“RFP”), and in accordance with NTBHA procedure, notice is hereby given that NTBHA is soliciting proposals, including any required or requested qualification supporting documentation, from potential Providers beginning May 8th, 2026, for the purpose of entering into one or more service contracts for the provision of (1) Children’s Crisis Respite Services, and/or (2) State Hospital Step Down Services, to eligible NTBHA consumers, authorized for treatment. NTBHA intends for procured services to begin 4th Quarter of Fiscal Year 2026 with an initial contract period expiring at the end of FY2027, with the option of additional twelve (12) month contract renewals, effective September 1st, at the sole discretion of NTBHA, contingent upon the availability of funds. Preference will be given to respondents with demonstrated experience in each of the programs mentioned, but respondents without experience will still be considered. NTBHA is not obligated to award any contracts as a result of responding to this solicitation.

Copies of the RFP document may be obtained via internet at: [NTBHA-Procurements](#) or picked up in-person at:

8111 Lyndon B. Johnson Freeway, Suite 900, Dallas, Texas, 75251

All questions regarding the RFP should be directed to the **NTBHA Procurement Committee** via dedicated e-mail at: procurements@ntbha.org and must contain the Subject line, “*RE: RFP_CRISIS26-025*”.

EXHIBIT A: PROCUREMENT TIMELINE

<u>DATE</u>	<u>EVENT</u>
May 8th, 2026	The Request for Proposals (“RFP_CRISIS26-025”) announcement and invitation is published by NTBHA.
May 19th, 2026	Deadline to submit all questions regarding this RFP. NTBHA will compile all questions and publish official responses as procurement addenda no less than three days prior to RFP closeout.
May 29th, 2026	Responses must be received no later than 12:00pm noon, Central Standard Time, in accordance with the instructions listed in Exhibit C.
ALL RESPONSES DUE TO PROCUREMENTS@NTBHA.ORG NO LATER THAN MAY 29th BY 12:00pm CST	
June 10th, 2026	Contract Award recommendations from the NTBHA Procurement Committee will be presented to the Board of Directors for approval. Contract Awards will be announced via email, following the NTBHA BOD decisions.

END OF EXHIBIT A

EXHIBIT B: SCOPE OF SERVICES

CHILDREN'S CRISIS RESPITE SERVICES STATEMENT OF WORK

I. PURPOSE

The purpose of the 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").

Program goals are to:

- i. 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
- ii. 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. PROVIDER RESPONSIBILITIES

1. **Funding.** Provider shall expend funds allocated under this SoW 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 ("Info Item V"). The terms of Info Item V are hereby incorporated into this Contract by reference and made part of this Contract for all purposes. Provider may view the latest version of Info 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>; and
 - c. Providing transition planning services to children utilizing crisis respite services under this Contract.
2. **Licensing.** CCR Providers are exempt from General Residential Operation licensing requirements.
3. **Implementation.** Provider shall provide crisis respite services in a crisis respite facility only. Provider will not provide crisis respite services in private residential settings.
4. **Fidelity.** Provider shall comply with all applicable crisis respite requirements and facility standards in accordance with Info 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. Provider shall notify NTBHA in writing to Contracts@ntbha.org of any additional exclusionary criteria used to determine eligibility for admission into a CCR facility upon Contract execution. If any change to Provider's exclusionary criteria occurs during the Contract term, Provider must notify NTBHA of such change within one business day of the change going into effect.
6. **Policies and Procedures.** Provider shall develop and maintain written policies and procedures required per Information Item V. As part of its policies and procedures, Provider must develop a written process that ensures that eligible children and families are aware of and have access to CCR. Provider must identify referral sources and develop a referral process for children who could benefit from CCR. Provider'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. Provider's policies

and procedures shall be available upon request by NTBHA no later than 10 calendar days from the date of the written request.

7. **Technical Assistance.** Provider shall be requested to participate in technical assistance calls, as scheduled.

III. CONTRACT DELIVERABLES, PERFORMANCE MEASURES, AND REPORTING

1. NTBHA will utilize the performance measures in this Section III to assess Provider’s effectiveness in providing the Services described in this Statement of Work.
2. Provider 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.
3. Provider shall submit the following reports:

REPORT	FREQUENCY	DUE DATE
Policies and Procedures	Upon request	No later than 10 calendar days from the date of the written request.
Performance Report	Quarterly	As noted in Section III (5) of this Attachment A.
Annual Program Report	Annually	Provider shall submit to NTBHA on or before September 15
Invoices/Requests for Reimbursement & Encounter Data	Monthly	The 10th of the month following the month in which expenses were incurred.

4. For each quarterly reporting period, Provider 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.
5. Provider shall submit these performance measures using the **HHS-ATT. J: CHILDREN’S CRISIS RESPITE GRANT PROGRAM PERFORMANCE REPORTING TOOL** according to the following schedule:

PERFORMANCE PERIOD	REPORTING DEADLINE
Q1: Sept 1–Nov 30	December 15
Q2: Dec 1–Feb 28	March 15
Q3: Mar 1–May 30	June 15
Q4: June 1-Aug 31	September 15

6. If data is currently collected and reported through an existing HHSC system (e.g., CMBHS), Provider must follow all provisions outlined in the HHS Data Use Agreement. As requested, Provider must enter data into an HHSC/NTBHA reporting system.
7. No later than September 15th of each State of Texas fiscal year, Provider must submit an annual Project Summary Report using an HHSC/NTBHA-approved system or format.

IV. EXPENDITURE REPORTING AND REIMBURSEMENT

1. Payment methodology will be Cost-Reimbursement.
2. Provider shall submit covered service(s) encounter claims to NTBHA no later than the 10th Calendar Day following the month of service, and according to submitted encounter data as verified with UM authorizations.
3. Payment requests for Start Up funds must be made in writing to NTBHA, accompanied by detailed itemization for the intended use of the one-time, lump sum, implementation funding.
4. Invoicing – Provider shall submit monthly invoices by the 10th calendar day of the following month, to the NTBHA Accounts Payable Dept. (AP@ntbha.org) with a Cc: to the assigned NTBHA CCR Program Manager, for the services authorized/provided and reported via encounter data. Invoices must be in a NTBHA-authorized/approved format and submitted in conjunction with backup detail or documentation of service data (i.e. encounter claims), as verified by UM. Complete invoices received and approved by NTBHA AP by the 10th calendar day, will be processed and paid on or approx. the 15th of the same month. Incomplete or Late Submissions (invoices received/approved after the 10th day cutoff), would not be processed for payment until the following month.

V. PROVIDER PAYMENTS AND CAPACITY ALLOCATION

Service / Type	Service Procedure Code	Avg Length of Stay	Service Target / Goal	Unit	Amount
Children’s MH Crisis Respite Services	H0045	Day(s)	TBD, Authorized Individual(s)	per Bed/Day	\$
Start-Up Costs					\$
Indirect Costs					\$
Total Contract Allocation/Award					\$

Copies of HHSC Contract Attachments referenced in this Statement of Work can be found at the end of this RFP document, following Exhibit H

STATE HOSPITAL STEP-DOWN PROGRAM
STATEMENT OF WORK

SECTION I. PURPOSE

The State Hospital Step-Down Program (SHSDP) is designed to identify, assess, and facilitate the successful transition of adults with serious mental illness (SMI), or a combination of SMI and medical needs exceeding the supports available in traditional settings, who are clinically appropriate for transition from a hospital-based setting to community-based services with proper supports.

SECTION II. GRANTEE RESPONSIBILITIES

- A. **Funding.** Funding allocated and paid under this Contract shall be used to identify, assess, and facilitate step-down/transition services, including housing services, and provide intensive services and supports to maintain community integration.
- B. **Required Trainings.** All SHSDP staff (Provider staff) shall comply with the training requirements outlined in HHSC: **ATTACHMENT H, SUPERVISED LIVING GROUP HOME STANDARDS.**
- C. **Administer Services.** The SHSDP shall provide the following services to a program participant:
1. Intensive services as defined as levels of care 3, 4, or early onset per the Texas Resiliency and Recovery Utilization Management Guidelines;
 2. Cognitive adaptation training;
 3. Peer support services;
 4. Substance use intervention services;
 5. Housing referrals and resources and benefits support that facilitate access to federal, state, or other programs/subsidies that promote long-term community integration; and
 6. Medical care planning that includes but is not limited to a medication self-administration assessment, a plan to address any physical health issues, and identifying access to general healthcare care providers.
- D. **Treatment planning:** The SHSDP shall use an Intensive Treatment Plan (ITP) to plan for and complete the step-down/transition process. The ITP shall include the following individuals, as applicable or determined necessary based on clinical presentation and participant preference:
1. Texas State Hospital staff;
 2. Local Mental Health Authority (LMHA) and Local Behavioral Health Authority (LBHA) continuity of care staff;
 3. Medicaid managed care organization staff;
 4. A peer support specialist;
 5. A substance use counselor;
 6. The participant; and
 7. The participant's family, identified support, or legally authorized representative (LAR).
- E. **Supervised Living Group Home Standards.** The SHSDP shall facilitate the transition of enrolled participants from the state hospital into an approved Health and Human Services Commission (HHSC) supervised living group home. Supervised Living Group Home services must comply with all requirements outlined in **ATTACHMENT H, SUPERVISED LIVING GROUP HOME STANDARDS.**
- F. **Eligibility.** SHSDP participants must:
1. Be 18 years of age or older;
 2. Have a history of SMI;
 3. have been: (1) admitted to and discharged from a state hospital at least three times within the last five years; or (2) in the state hospital for longer than 365 consecutive days within the last five years.
 4. Not be a danger to themselves, others, or property;
 5. Be able to physically evacuate the premises in the event of an emergency;
 6. Voluntarily consent or, if the individual has a LAR, then the LAR must consent to the SHSD home;
 7. Voluntarily consent or, if the individual has an LAR, then the LAR must consent to engage in intensive services with the LMHA or LBHA; and

8. Have the ITP and HHSC approval prior to the participant's admission.
- G. **Referral Process.** The Grantee must provide the following elements for the referral process:
1. SHSDPs must accept referrals for individuals whose designated county of residence is outside of the Grantee's local service area.
 2. If an individual is denied admission to the SHSDP, the SHSDP is required to complete **Attachment I, SHSDP Provider Denial Form or the electronic equivalent** and send it to the HHSC Program Specialist within the required timeframes as outlined in the Supervised Living Group Home Standards. The SHSDP may provide intensive services to that participant for reconsideration.
 3. Furlough and pass: Depending on the number of beds available at the state hospital, a pass or furlough into a SHSDP home may be utilized. Prior to the pass and the furlough, a safety plan will be developed and discussed with the Grantee, the state hospital team and the participant. The safety plan will be sent to the facility where the participant will be furloughed.
 - i. Pass: Any time an individual will be off hospital grounds not accompanied by hospital staff for up to 72 hours as approved by the ITP and prospective SHSDP home.
 - ii. A furlough may be utilized if the participant is able to remain in the home past 72 hours and up to 1 week.
 - iii. If successful in the SHSDP home, the participant will be discharged from the furlough and the home will follow the internal process for admission.
 4. The provider must evaluate and provide recommendations within seven days of receiving a referral packet from selected homes while waiting for an open bed in the program. If no recommendations are provided, the step-down home may ask for the potential participant referred to be added to the HHSC State Hospital Step-Down referral list. This does not guarantee admission. If a bed at another step-down home becomes available while the person is on the referral list, the SHSDP will consider the potential participant for any step-down home of the participant's choice. The referral list is in the order the referral is received. If the person referred is not ready for discharge, they will remain on the list and HHSC will consider the next person on the referral list. The SHSDP is required to update the original referral status within two days of receiving notification of another available bed.
- H. **Admission.** The SHSDP must provide the following services upon approval of a participant's admission:
1. Up to six months of pre-transition services from a state hospital including, but not limited to: daily living skills training, self-care, and medication management while the individual is still in the state hospital;
 2. Within 30 calendar days of admission, develop and facilitate implementation of the ITP, which must address clinical and housing needs;
 3. Participate in the individual's care by communicating with the state hospital staff and transition team at least weekly to provide additional information or receive updates throughout enrollment in the SHSDP;
 4. Prior to enrollment in the SHSDP, participants must receive a comprehensive assessment by the state hospital staff that includes but is not limited to the following:
 - i. Financial and benefit eligibility assessment;
 - ii. Uniform Assessment, including the Adult Needs and Strengths Assessment (ANSA) Community Data, and, at minimum, every 180 calendar days thereafter, the initial assessment while enrolled in the SHSDP;
 - iii. The Quality-of-Life Scale (QOLS) must be completed every 180 calendar days thereafter while enrolled in the SHSDP;
 - iv. The Schwartz Outcome Scale and Recovery Assessment Scale must be completed every 180 calendar days thereafter while enrolled in the SHSDP;
 - v. Diagnostic profile that includes all applicable diagnoses (e.g., psychiatric, substance use, physical conditions, and intellectual or developmental disabilities); and
 - vi. Comprehensive Nursing Assessment, if applicable.
- I. **Discharge.** The SHSDP must follow all discharge requirements outlined in the Supervised Living Group Home Standards under Termination of Residency. If Provider determines that an unsuccessful discharge which may include returning to an inpatient psychiatric facility or incarceration is necessary, they must notify NTBHA/HHSC within 24 hours that they plan to discharge the participant unsuccessfully. The SHSDP must identify that they made a reasonable effort to explore all other interventions and less restrictive available options. Provider shall document all reasonable efforts in the participant's record.
- J. **Incident reporting.** To ensure that the SHSDP staff stays informed and continues receiving updated information, Provider must assign one or more staff responsibility for tracking policy updates posted on

HHSC's identified platform and disseminating information within the organization. In the event of a critical incident that results in substantial disruption of the SHSDP operation, or involving or potentially affecting program participants, SHSDP staff must immediately take the following actions:

1. Call 911 or local law enforcement for emergencies or life-threatening situations that require immediate attention;
 2. Take all necessary actions to ensure health, safety, and welfare of the participants, families, and the public;
 3. Report to the appropriate state and/or local law enforcement agencies and the Texas Abuse Hotline, if applicable; and
 4. Complete **ATTACHMENT J, SHSDP INCIDENT FORM**, and submit it to HHSC within 24 hours of the incident. Below are the required incidents that must be reported utilizing the incident reporting form:
 - i. Abuse, neglect, and exploitation of a participant;
 - ii. Allegations against participant rights;
 - iii. Behavioral health emergencies or psychiatric hospitalizations;
 - iv. Medical emergencies or hospitalizations;
 - v. Self-abuse, self-harm, or self-neglect;
 - vi. Legal or justice system involvement, including any illegal activity that is allegedly committed by the participant in which there is law enforcement involvement; and
 - vii. Death of a participant.
- K. **Extension Requests.** SHSDP enrollment is limited to one year and may only be extended up to 6 months beyond one year if recommended by the ITP and approved by NTBHA/HHSC. The SHSDP will need to submit **ATTACHMENT K, SHSDP PARTICIPANT EXTENSION REQUEST FORM**, at least 15 days before the participant reaches his or her year mark to be considered. The State Hospital Step-Down Program Participant Extension request form must be submitted to NTBHA Program Manager for consideration. The Provider is required to locate a community residence for participants nearing the end of their 6-month extension period. If a placement is not found at least 60 days prior to the end of the 6-month extension period, the provider must meet with Authority staff, which may include a program specialist, adult mental health manager, medical director and the transition team to establish the discharge date. HHSC will no longer cover services rendered after the discharge date is determined. If the provider disagrees with the decision, the provider may request a reconsideration through email to the NTBHA.
- L. **Learning Collaborative.** The SHSDP must participate in coordination and technical assistance activities as requested and scheduled by the NTBHA and/or HHSC SHSDP Program Specialist.

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

- A. Provider must collect data related to the success rate per home. Provider must achieve at least a 90% success rate, which is the NTBHA/HHSC target for this program. The success rate is determined by the number of successful discharges per home divided by the total number of discharges per home. Provider shall submit the Project Summary Report – which is embedded in the State Hospital Step-Down Program Performance Measures Report - no later than September 15th of each state fiscal year. If Provider's success rate falls below 90%, HHSC may, in its sole discretion, impose one or more of the remedies listed in Article IX of **ATTACHMENT B, HHS UNIFORM TERMS AND CONDITIONS - GRANT**.
- B. Provider must electronically submit to NTBHA a census report on a weekly basis to the NTBHA Program Manager. The report must include:
 1. An unduplicated list of participants, to include assigned placement if multiple homes are operated by the Grantee;
 2. Length of stay in days;
 3. Pending intakes;
 4. Number of vacant beds by gender and home if multiple homes are operated by the Grantee; and
 5. Important updates pertaining to the State Hospital Step-Down Program, which may include but are not limited to incidents, extension requests, and pending intakes and discharges.
- C. Provider must electronically submit to NTBHA a quarterly report, using a NTBHA/HHSC approved instrument, on or before December 15th, March 15th, June 15th, and September 15th of each state fiscal year,

which runs from September 1st through August 31st. The quarterly report must include the following fiscal-year-to-date performance measures:

1. An unduplicated list of individuals transitioned by housing type (i.e., supervised living group home or affordable housing);
2. An unduplicated list of individuals readmitted to inpatient care, the number of readmissions by participant, and the number of days spent in inpatient care per readmission;
3. The cost for each participant that includes the following selected items of cost:
 - i. Rent;
 - ii. Utilities and Maintenance;
 - iii. Medical;
 - iv. Dental;
 - v. Prescriptions;
 - vi. Transition Assistance;
 - vii. Food;
 - viii. Furnishings; and
 - ix. Transportation.
4. An unduplicated list of participants who obtained income, the date obtained by participant, and the amount and type of income obtained;
5. An unduplicated list of individuals who obtained employment and the date of their employment; and
6. An unduplicated list of individuals who obtained Medicaid eligibility and their Medicaid eligibility date.

D. Payment methodology will be Cost-Reimbursement.

E. Invoicing – Provider shall submit monthly invoices by the 10th calendar day of the following month, to the NTBHA Accounts Payable Dept. (AP@ntbha.org) with a Cc: to the assigned NTBHA SHSD Program Manager, for the services authorized/provided and reported via encounter data. Invoices must be in a NTBHA-authorized/approved format and submitted in conjunction with backup detail or documentation of service data (i.e. encounter claims), as verified by UM. Complete invoices received and approved by NTBHA AP by the 10th calendar day, will be processed and paid on or approx. the 15th of the same month. Incomplete or Late Submissions (invoices received/approved after the 10th day cutoff), would not be processed for payment until the following month.

F. Unless otherwise specified in this Statement of Work or by the NTBHA Contract Manager, all reports, documentation, and other information required of the Provider, or requested by NTBHA, must be submitted electronically to Contracts@ntbha.org, as well as to the assigned NTBHA Program Manager.

SECTION IV. PROVIDER PAYMENTS AND CAPACITY ALLOCATION

Service / Type	Service Procedure Code	Avg Length of Stay	Service Target / Goal	Unit	Amount
State Hospital Step Down Services	H2013	Day(s)	TBD, Authorized Individual(s)	per Bed/Day	\$
Start-Up Costs					\$
Indirect Costs					\$
Total Contract Allocation/Award					\$

Copies of HHSC Contract Attachments referenced in this Statement of Work can be found at the end of this RFP document, following Exhibit H

END OF EXHIBIT B

EXHIBIT C: RESPONSE INSTRUCTIONS

Successful respondents must submit a response to NTBHA no later than 12:00 PM, CT, on May 29th, 2026, by a method described below and in accordance with ITEM 29: ORDER of RESPONSE list in the below CONDITIONS.

For hand delivered/Mailed/Express Delivered applications:

North Texas Behavioral Health Authority (RFP_CRISIS26-025)
ATTN: Heath Frederick, Contracts Director
8111 Lyndon B Johnson Freeway, Suite 900
Dallas, Texas, 75251
Contact Number: (469) 523-0529

For Electronically Delivered applications:

email: procurements@ntbha.org
Subject line must contain: "RE: RFP_CRISIS26-025 RESPONSE"

Use the forms attached or prepare responses in the same format. Clearly designate each item in the document as it appears in this outline (by number, letter, and question). NTBHA reserves the right to review only completed and timely responses. NTBHA reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete applications. Multiple omissions and/or incomplete responses may result in disqualification. All supporting documentation should be attached to the appropriate section of the response packet and in the order described below. Responses submitted become the property of NTBHA and will not be returned to the Respondent's.

CONDITIONS

1. **INELIGIBILITY:** All Respondents that are debarred, suspended, or otherwise excluded from or ineligible to participate in federal assistance programs may not undertake any activity in part or in full under this project.
2. **LATE SUBMISSIONS:** Responses received at the specified location after submission deadline shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the North Texas Behavioral Health Authority, or the Received time of the email. North Texas Behavioral Health Authority is not responsible for lateness of mail, carrier, etc.
3. **ETHICS:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of NTBHA.
4. **IT IS UNDERSTOOD** NTBHA reserves the right to accept or reject any and/or all responses for any or all services covered in this solicitation and to waive informalities or defects in applications or to accept such applications as it shall deem to be in the best interest of NTBHA. NTBHA does not reimburse any costs incurred in responding to this solicitation.
5. **MODIFICATIONS:** NTBHA reserves the right to modify the general description and scope of services by issuing written addenda of any such modifications.
6. **ADDENDA:** Any interpretations, corrections or changes to the solicitation and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in the NTBHA Contracts Director. Addenda shall be sent to all who are known to have received a copy of the solicitation. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered.
7. **ALTERING:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.

8. **WITHDRAWAL:** An application shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.

9. **APPLICATIONS SHALL BE** received and acknowledged at the location, date and time stated within this document. The application shall be received and acknowledged only to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

However, all applications shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the application and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the procurement process.

10. **SALES TAX:** NTBHA is by statute exempt from the State Sales Tax and Federal Excise Tax.

11. **APPLICATIONS MUST COMPLY** with all federal, state, county and local laws. All services must comply with federal, state, county and local rules, codes, regulations, laws, and executive orders, to include but not limited to local labor conditions, wages and salaries, and Equal Employment Opportunity.

12. **RESPONDENTS SHALL PROVIDE** with this application, all documentation required by this solicitation. Failure to provide this information may result in rejection of application. There is no expressed or implied obligation for NTBHA to reimburse responding firms for any expenses incurred in preparing applications in response to this solicitation and NTBHA will not reimburse responding firms for these expenses, nor will NTBHA pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

13. **EXCEPTIONS/SUBSTITUTIONS:** All applications meeting the intent of this solicitation shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions by attachment as part of the application. The absence of such a list shall indicate that the Respondent has not taken exceptions and NTBHA shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. NTBHA reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of NTBHA.

14. **MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit applications in response to this request and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.

16. **REFERENCES:** NTBHA requests Respondent to supply, with the Application document, a list of at least three (3) references where similar services have been provided recently by their organization. Include name and description of services provided for each reference.

17. **INSURANCE:** Successful Proposer must provide proof of minimum insurance coverage maintained by an insurance company or companies licensed to do business in Texas, prior to start of any contract and annually thereafter (including general liability, and workers' compensation coverage) as follows:

Professional Liability	\$1,000,000/\$3,000,000
General Liability	\$1,000,000/\$3,000,000
Worker's Compensation	In accordance with Texas Statutory Requirements

18. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

- a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed performance schedule;
 - c. have a satisfactory record of performance;
 - d. have a satisfactory record of integrity and ethics;
 - e. be insured, credentialed, certified, licensed, or otherwise qualified for award;
 - f. currently contracted with Medicaid Managed Care Organizations (MCO); and,
 - g. NTBHA may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above and any other required documentation.
19. **CONSIDERATIONS:** For an offer to be considered, the Respondent must meet NTBHA's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by NTBHA.
20. **CONTRACT:** Any resulting Contract may be subject to negotiations.
21. **TERMINATION OF CONTRACT:** NTBHA reserves the right to terminate any resulting contract with thirty (30) days written notice.
22. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.
23. **INDEMNITY:** Successful Respondent shall defend, indemnify and save harmless NTBHA or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Proposer or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this solicitation.
24. **NOTICE:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by NTBHA shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Dallas, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
25. **CONTRACT MONITOR:** Under this procurement, NTBHA shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between NTBHA and the successful Respondent.
26. **INVOICES** shall show all information as required and shall be mailed directly to NTBHA location and staff person as set out in the contract entered into by NTBHA and Applicant.
27. **PAYMENT/RATES** shall be made upon receipt of valid invoice and approval by NTBHA of all completed and authorized services as set out in the contract entered into by NTBHA and Applicant.
28. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this solicitation, in whole or in part, without the prior written consent of NTBHA.
29. **ORDER OF RESPONSE:** All procurement response documents must include a Table of Contents and be provided in the following order, labeled/titled with the numbered headers below, and include page numbers;
- I. **INTRO/TRANSMITTAL LETTER.** This document should be in the form of a standard business letter and signed by an authorized individual within the respondent's organization. The letter should include a statement of intent to provide the proposed services, a brief overview of the proposed services, as well as a brief history and overview of the responding organization. This letter must also identify a single point of contact for RFP correspondence, including name, title, address, email, & phone number. If applicable, include a statement identifying any proprietary information that shall remain confidential, in accordance with the FOIA.

- II. TABLE OF CONTENTS.** This document should identify the following sections and attachments with page numbers.
- III. APPLICATION DOCUMENT (EXHIBIT D).** Complete form and sign.
- IV. PROVIDER ATTACHMENTS LIST.** The following documents are to be included as Attachments to the Application Document. Each Attachment must be titled with the corresponding letter below. If any of the requested attachments and/or documents are unable to be obtained and/or submitted with your response, an explanation must be provided in its place to be considered for exception or exemption. NTBHA requests the following:
- A. ATTACHMENT A: Costs and Capacity Proposal** (see *Exhibit D; Section IV*).
- **Service Capacity Plan.** If the applicant is; (1) a new Provider applying for the first time or (2) a current Provider applying to expand or add a new service line, then an ‘Implementation Plan’ must be included with the Capacity Proposal, and;
 - **Project Budget / Financial Plan.** Proposed costs or budgets, for Respondents to operate the program within each fiscal year.
- B. ATTACHMENT B: Staffing / Credentials.** Organizational Chart with names and titles, include copies of all appropriate licenses and/or certifications pertaining to proposed services and clinicians. Include Standard EEO-1 or (EEO-4 Governmental) Form filed with the EEOC, if not filed with the EEOC, respondent must provide employee data in a similar format to Form 100.
- C. ATTACHMENT C: Financials.** Provider must submit most recent three (3) months unaudited financial statements, as well as Respondent’s most recent two (2) years audited financials, including statements, reports, management and/or opinion letters. If 2 years of “audited” financials are not available for any reason, Respondent must grant NTBHA access to financial records upon request, in addition to providing the most recent 3 months of financial statements (unaudited). Include the most recent tax statement or IRS Form 1120, IRS Form 990, as applicable.
- D. ATTACHMENT D: Certificate of Insurance** (in accordance with *Exhibit C; No. 17*).
- V. EXHIBIT E: Resident/Non-Resident Certification.** Complete form and sign.
- VI. EXHIBIT F: Proposal Assurances.** Complete form and sign.
- VII. EXHIBIT G: Certification of Lobbying.** Complete form and sign.
- VIII. EXHIBIT H: Additional RFP Attachments.**
- **CONFLICT OF INTEREST QUESTIONNAIRE**
 - **FEDERAL ASSURANCES; NON-CONSTRUCTION PROGRAM – SF424b.**

END OF EXHIBIT C

EXHIBIT D: APPLICATION DOCUMENT

Each Respondent must answer each of the following items completely, and data given must be clear and comprehensive. You may attach additional materials as necessary to provide support information and details. Failure to disclose or provide complete and accurate responses, or to utilize format described below, may be considered a basis for eliminating the application from further consideration.

I. Business Demographics.

Name: _____
Date Organized: _____ Date Incorporated: _____
Social Security No. or Tax ID: _____
Address: _____
City: _____ State: _____
County: _____ Zip Code: _____
Business Phone: _____ Fax: _____
Website: _____
No. of years in contracting under present name: _____
National Provider Identifier (NPI) Number: _____

Other business locations:
1. _____
2. _____
3. _____

Type of organization? (i.e., Non-Profit, LLC, General Partnership, etc.) _____

HUB Certified or Eligible w/o Certification? _____

II. Project Proposal.

a. Describe how you will meet cultural and linguistic needs of NTBHA consumers, in accordance with Culturally and Linguistically Appropriate Service (CLAS) Standards. Include a list of all foreign languages spoken by any number of staff at the organization.

b. Describe the goals and expected outcomes of the Proposed Project.

c. Describe your history of working with the indigent population and experience with the proposed services. Identify and describe the experience of key personnel in administering the same or similar projects.

d. Describe the specific efforts that will be made to ensure the NTBHA-funded program can remain sustainable / self-reliant and focused on a diminished reliance to NTBHA funding.

e. Describe what mechanisms are in place to ensure effective, safe communication and collaboration with NTBHA regarding the client referral process.

f. Describe how your organization will monitor and provide oversight of the proposed services. Include the following elements: Outcome measures that will be used to assess the program’s effectiveness, Quality Management and/or Quality Assurance.

g. Is Respondent currently under investigation or had a license/accreditation revoked by any federal/state/local authority within the previous five (5) years? _____

h. Provide a list of all contracts with Medicaid MCOs in the service area, include any Medicaid Provider number(s).

i. Has Respondent ever been dropped, suspended, or revoked from a managed care network? _____

III. Business References (see Exhibit C; No. 16)

1. _____
2. _____
3. _____

IV. Costs and Capacity Proposal. Respondents must submit, as ATTACHMENT A of this Application Document, a proposal of costs and capacity associated with this program. Proposals must define and detail each program’s budget, with Provider’s available capacity, any limitations, and suggested rate fee structure. Rates and capacity will be finalized during contract negotiations. Proposed capacity details must include Provider’s IMPLEMENTATION PLAN for the expansion or addition of new services.

V. Value-Added Service(s). Provider may list below any available services ancillary to the scope of services being procured by this request. Such services include but are not limited to Supported Housing Resources (“SHR”), Assertive Community Treatment (“ACT”), Outpatient Competency Restoration (“OCR”), Transportation, Meals, or unconventional business hours.

VI. Certification. I, individually and on behalf of the business named above, do by my signature below certify that the information provided herein to be true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations:

- a) NTBHA may have the grounds to terminate any or all contracts which NTBHA has or may have with the business named above;
- b) NTBHA may disqualify the business from consideration for this or other contracts and may remove the business from NTBHA’s Proposers lists; and
- c) NTBHA may have grounds for initiating legal action under federal, state, or local law.

Name of Respondent Firm: _____

Authorized Representative Signature: _____

Printed Name and Title: _____

Date Signed: _____

END OF EXHIBIT D

EXHIBIT E: RESIDENT/NON-RESIDENT CERTIFICATION

Contractor must answer the following questions in accordance with the Texas Government Code §2252.002, as amended:

A. Is the Contractor that is making and submitting this bid a “resident Contractor” or a “non-resident Contractor”?

Answer: _____ Resident Contractor _____ Non-resident Contractor

(1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

B. If the Contractor is a “Nonresident Contractor”, does the state in which the Nonresident Contractor’s principal place of business is located have a law requiring a Nonresident Contractor of that state to bid a certain amount or percentage under the bid of a Resident Contractor of that state in order for the nonresident Contractor of that state to be awarded a contract on his bid in such state?

Answer: _____ Yes _____ No Which state? _____

C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Contractor bid under the bid price of a Resident Contractor of that state in order to be awarded a contract on such bid in said state?

Answer: _____

Name of Respondent Firm: _____

Authorized Representative Signature: _____

Printed Name and Title: _____

Date Signed: _____

END OF EXHIBIT E

EXHIBIT F: SUBMISSION OF PROPOSAL ASSURANCES

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

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

5. **Assignment**

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency’s notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. **Terms and Conditions**

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

7. **HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to

HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation

involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

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

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

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

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

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

37. Abortion Funding Limitation

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

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

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code.

Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance; or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

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

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

41. COVID-19 Vaccine Passports

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

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

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

44. Security Controls for State Agency Data

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

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

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

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

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

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

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

50. Prohibition on Abortions

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

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

54. False Representation

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

55. False Statements

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

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all

permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

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

58. Federal Occupational Safety and Health Law

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

59. Signature Authority

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

Signature Page Follows

[Proposal Assurances Signature Page]

Name of Respondent Firm: _____

Authorized Representative Signature: _____

Printed Name and Title: _____

Date Signed: _____

END OF EXHIBIT F

EXHIBIT G: CERTIFICATION of LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

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

Name of Respondent Firm: _____

Authorized Representative Signature: _____

Printed Name and Title: _____

Date Signed: _____

END OF EXHIBIT G

EXHIBIT H: ADDITIONAL RFP ATTACHMENTS

- **Conflict of Interest Questionnaire (“CIQ”).** All applicants are to complete the CIQ form, at the following link. Regardless of any other entry on the form, a signature is required in Box 7, and a copy must be submitted with the enrollment application documents:
VERIFIED LINK: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
- **Federal Assurances: Non-Construction Programs.** As prescribed by OMB Circular A-102.
VERIFIED LINK: <https://www2.ed.gov/fund/grant/apply/appforms/sf424b.pdf>

END OF EXHIBIT H



ATTACHMENT J CHILDREN’S CRISIS RESPITE GRANT PROGRAM PERFORMANCE REPORTING TOOL

Organization Name	
Fiscal Year	
Reporting Quarter	
Person Completing this Report	
Email Address	

Grantee must submit this performance reporting tool according to the following schedule:

Period of Performance	Performance Report due on or before
Q1: September 1st – November 30th	December 20th
Q2: December 1st – February 28th	March 20th
Q3: March 1st – May 30th	June 20th
Q4: June 1st – August 31st	September 30th

Grantee must submit reports to MHContracts@hsc.state.tx.us, and a copy to the assigned Contract Manager. Please direct questions regarding reporting requirements to Gabrielle Rogers, Project Manager, at Gabrielle.Rogers@hhs.texas.gov.

NARRATIVE QUESTIONS (For this reporting period)
<p>1. List the names of partner organizations that work closely with the Children’s Crisis Respite Program.</p>
<p>2. A brief narrative describing how working with the above partners furthered project goals.</p>
<p>3. A brief narrative success story resulting from the CCR pilot program.</p>
<p>4. A brief narrative describing challenges implementing and operating the project, as well as the plans for overcoming those challenges.</p>



ATTACHMENT J

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		
Breakdown Question 4 by:		
Referral Source	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)	
	Primary Care Physician/Medical Facility	
	Private Mental Health Provider	
	Private Psychiatric Hospital	
	School/Education System	
	State Hospital/SSLC	
	Texas Community Center	
	Self	
Unknown		
Other: Please list each referral source		
Age	Enter the date of birth for each client served this quarter:	
	Unknown, refused to answer, or did not ask	
Gender	Male	
	Female	
	Other	
	Unknown, refused to answer, or did not ask	
Race	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	Hispanic or Latino	
	Not Hispanic or Latino	
	Unknown or refused to answer or did not ask	



ATTACHMENT J

CHILDREN’S CRISIS RESPITE GRANT PROGRAM

PERFORMANCE REPORTING TOOL

5. 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	
Other reason. Please describe: [Add more rows as needed]	

RESPITE OPERATIONS (For this reporting period)	
1. Bed utilization rate	
2. Average length of stay (in days)	
3. Number of hours the following services were provided:	
Permanency planning	
Skills training	
Individual counseling	
Family counseling	
Care Coordination or Service Coordination	
Medication management	
Crisis intervention	
Safety planning	
Educational services	
Certified Family Partner	
Peer Services	
Other -- Please Specify	
4. Discharge Plans/Destinations:	
A more intensive level of care, e.g. local hospital, SMHH, etc.	
MCOT 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	

TX HHSC ATTACHMENT H: SUPERVISED LIVING GROUP HOME STANDARDS

A. Settings Info

Supervised Living Group homes (Homes) provide a structured, supervised setting for individuals with serious mental illness. Homes are integrated in a community-based setting and provide a safe environment which promotes, recovery, choice and independence. Homes will constantly strive to enable residents to move to less restrictive living settings.

B. Standards for Setting Type

- a. Capacity: Each bedroom shall have no more than two residents. Residents can choose to have a private room or choose a roommate. There shall not be more than eight residents per Home.
- b. Qualities of the Home: The Home shall be in an integrated community setting. A Home must be structured and operated to enable the resident to:
 - i. Engage in community life and services not segregated by disability;
 - ii. Control their personal environment and possessions;
 - iii. Engage in integrated competitive employment;
- c. The Home environment:
 - i. Supports resident rights of privacy, dignity, respect, and freedom from coercion and restraint;
 - ii. Optimizes but does not prescribe, resident initiative, autonomy, self-direction, and independence in making life choices including, but not limited to, daily activities, physical environment, and with whom to interact;
 - iii. Ensures resident choice in types of services and supports and who provides the services and supports
- d. The Home shall be:
 - i. Physically accessible to the resident; and
 - ii. Provided under a legally enforceable lease or Residency Agreement which includes, at a minimum, the same responsibilities and protections from an eviction that a tenant has under the landlord-tenant law of Texas and other applicable laws or rules of the county, city, or other designated entity.

C. Approval of Setting by HHSC

- a. HHSC shall approve a Home that meets the settings definition of a Supervised Living Group Home in section A and demonstrates compliance with these standards and all applicable laws and rules. No person or governmental unit acting individually or jointly with any other person or governmental unit shall establish, maintain, manage, or operate a Home without approval by HHSC.
- b. The following must be submitted to HHSC for review and approval:
 - i. Full and complete information as to the identity and financial interest of each resident, including stockholders, having direct or indirect ownership interest of five percent or more in the Home and all officers and directors in the case of a Home operated or owned by a corporation.
 - ii. Name and resume of the program administrator;
 - iii. Physical address of the Home and mailing address;
 - iv. Maximum occupancy of the house, list of current residents and their age range, and emergency protocols that address the health and safety issues that mitigate risk to residents: fire, flood, earthquake, sink hole, etc.;
 - v. Proposed annual budget identifying sources of revenue and expenses;
 - vi. National and state criminal background checks for all individuals employed by the provider of the Home, this includes direct care staff, clinical staff, and maintenance workers;
 - vii. Documentation showing the final disposition of any suspension, denial, revocation, or other

- disciplinary actions initiated on any current or previous license or certificate, including settlement agreements, where applicable;
- viii. Documentation of any substantiated allegations of abuse or neglect pertaining to the applicant or anyone employed by or contracted with the applicant;
 - ix. A complete set of policies and procedures; and
 - x. Other information HHSC may reasonably require.
- c. A complete set of plans and specifications must be submitted to HHSC whenever a new structure or addition to an existing structure is proposed or when significant alterations to an existing Home is proposed. Plans shall meet the following criteria:
- i. Plans shall be prepared in accordance with local building code;
 - ii. Plans shall be to scale and sufficiently complete to allow for full review for compliance with local building code; and
 - iii. Prior to approval, the Home shall submit the following to HHSC:
 - 1. One copy of the fire inspection report from the local jurisdiction indicating the setting complies with local fire code;
- d. Upon receipt of a request for approval of a Home setting, HHSC shall review whether the provider of the Home:
- i. Demonstrates an understanding and acceptance of these standards;
 - ii. Employs or utilizes only persons whose presence does not jeopardize the health, safety, or welfare of residents as defined by these standards; and
 - iii. Provides evidence satisfactory to HHSC of financial ability to comply with these standards:
 - 1. HHSC will conduct a site inspection; and
 - 2. Conclude with a report stating findings and a decision regarding approval of a Home.
- e. HHSC may elect to deny approval of a Home prior to review when:
- i. The Home has previously had any action taken on a certificate or license; or
 - ii. Action taken on a certificate or license includes denial, suspension, conditions, intent to revoke, or revocation by HHSC or any other state agency.
 - iii. The Home may appeal the denial of the setting by submitting a request for reconsideration in writing to HHSC within 14 calendar days from receipt of the denial notice. HHSC shall decide on the appeal within 30 days of receipt of the appeal. The decision of HHSC shall be final.
- f. The provider shall submit and complete a plan of correction for each finding of noncompliance. HHSC shall specify required documentation and set the timelines for submission and completion of plans of correction in accordance with the severity of the findings:
- i. If the findings of noncompliance substantially impact the welfare, health, and safety of residents, the provider shall submit a plan of correction that shall be approved by HHSC prior to the approval of the Home. In the case of a currently operating Home, the findings may result in the suspension or revocation of placement of residents.
 - ii. If it is determined the findings of noncompliance do not threaten the welfare, health, or safety of residents and the Home meets other requirements of settings approval, HHSC may approve the setting with the plan of correction submitted and completed as a condition of approval.
 - iii. HHSC shall review and evaluate each plan of correction. If the plan of correction does not adequately remedy the findings of noncompliance, HHSC shall require a revised plan of correction and may deny approval of the setting.
 - iv. The provider may appeal the finding of noncompliance or the disapproval of a plan of correction by submitting a request for reconsideration in writing to HHSC. HHSC shall decide on the appeal within 30 days of receipt of the appeal. The decision of HHSC shall be final.
- g. HHSC, at its discretion, may grant a variance to these standards based upon demonstration by the provider that an alternative method or different approach provides equal or greater program

effectiveness, costs the same or less than the standard approach, and does not adversely impact the welfare, health, or safety of residents:

- i. The provider seeking a variance shall submit in writing a request to HHSC identifying the section of these standards from which a variance is sought, the reason for the proposed variance and the proposed alternative method or different approach;
 - ii. HHSC shall review and approve or deny the request for a variance;
 - iii. HHSC shall notify the provider of the decision in writing within 30 days after receipt of the request. A variance may be implemented only after receipt of written approval from HHSC.
 - iv. The provider may appeal the denial of a variance request by submitting a request for reconsideration in writing to HHSC. HHSC shall decide within 30 days of receipt of the appeal. The decision of HHSC shall be final; and
 - v. A variance shall be reviewed by HHSC at least every two years and approval may be revoked or suspended based upon a finding that the variance adversely impacts the welfare, health, or safety of residents.
- h.** Upon finding that the Home is in substantial compliance with these standards, HHSC shall provide approval of the Home in writing that includes:
- i. The name of the provider, the name of the program administrator, the address of the setting to which this approval applies, the maximum number of residents to be served at any one time, the type of program, and such other information as HHSC deems necessary;
 - ii. A program approval shall be effective for two years from the date issued unless sooner revoked or suspended; and
 - iii. A program approval is not transferable or applicable to any other setting location, or management other than that indicated on the approval.
- i.** The approval shall be valid only under the following conditions:
- i. The provider shall maintain the HHSC approval posted in the setting and available for inspection at all times; and
 - ii. An approval becomes void immediately upon suspension or revocation of the approval by HHSC or if the operation is discontinued by voluntary action of the provider or if there is a change of ownership.
- j.** HHSC staff shall visit and inspect every setting at least once every year to determine whether it is maintained and operated in accordance with these standards. The provider shall allow HHSC staff entry and access to the setting and residents for conducting the inspections:
- i. HHSC staff shall review methods of resident care and treatment, records, the condition of the setting and equipment, and other areas of operation;
 - ii. All records, unless specifically excluded by law, shall be available to HHSC for review; and
 - iii. The local Fire Marshal or authorized representatives shall, upon request, be permitted access to the setting, fire safety equipment within the setting, safety policies and procedures, maintenance of records of fire protection equipment and systems, and records demonstrating the evacuation capability of setting occupants.
- k.** Incidents of alleged abuse and reported complaints shall be investigated in accordance with current law. HHSC may delegate the investigation to Department of Family and Protective Services or other appropriate entity.
- l.** HHSC may deny, suspend, revoke, or refuse to continue approval of a setting when it finds there has been substantial failure to comply with these standards or when the local Fire Marshal or authorized representatives certifies there is failure to comply with fire codes:
- i. In cases where there exists an imminent danger to the health or safety of a resident or the public, setting approval may be suspended immediately.

D. Contracts and Rates

- a. A provider receiving service payments shall enter into a contract with the local mental health authority (LMHA)/local behavioral health authority (LBHA) and HHSC. The contract does not guarantee that any number of residents eligible for HHSC funded services shall be referred to or maintained in the program.
- b. The provider or individuals employed by the provider of the Home cannot be the guardian or representative payee for the resident.
- c. The provider shall specify in a fee policy and procedure rates for all services and the procedures for collecting payments from residents and payees. The fee policy and procedures shall describe the schedule of rates, conditions under which rates may be changed, acceptable methods of payment, and the policy on refunds at the time of termination of residency;
 - i. For residents whose services are funded by HHSC, reimbursement for services shall be made according to the rate schedule outlined in the contract. Room and board payments for residents receiving Social Security benefits or public assistance shall be in accordance with rates determined by HHSC;
 - ii. For private paying residents, the program shall enter into a signed agreement with the resident, and, if applicable, the resident's designated LAR. This agreement shall include but is not limited to a description of the services to be provided, the schedule of rates, conditions under which the rates may be changed, and policy on refunds at the time of termination of residency; and
 - iii. Before increasing rates or modifying payment procedures, the program shall provide a 30-day notice of the change to all residents, representatives, payees, guardians, conservators, and HHSC.

E. Administrative Management

- a. The provider shall employ a program administrator who meets the following qualifications and complies with the following standards:
 - i. Background including special training, experience, and other demonstrated ability in providing care and treatment appropriate to the residents served in the program;
 - ii. Documented approved criminal background check and no history of abusive behavior;
 - iii. Ensure the program operates in accordance with these standards;
 - iv. Oversee the daily operation and maintenance of the program and shall be available to perform administrative duties at the setting at least five hours per week;
 - v. Develop and administer written policies and procedures to direct the operation of the program and the provision of services to residents;
 - vi. Ensure that qualified program staff are available in accordance with the staffing requirements specified in these standards;
 - vii. Supervise or provide for the supervision of program staff and others involved in the operation of the program;
 - viii. Maintain setting, personnel, and resident service records; and
 - ix. Delegate authority and responsibility for the operation and maintenance of the program to a responsible staff person whenever the program administrator is absent from the setting. This authority and responsibility may not be delegated to a resident.
- b. The provider shall develop and update policies and maintain a copy in a location easily accessible for staff reference and made available to others upon reasonable request. They shall be consistent with the requirements of these standards and shall address at a minimum the following:
 - i. Personnel practices and staff training;
 - ii. Resident screening, admission, and termination;
 - iii. Fire drills, emergency procedures, resident safety and abuse reporting;
 - iv. Health and sanitation;

- v. Records maintenance and confidentiality;
 - vi. Residential service plan, services, and activities
 - vii. Behavior management;
 - viii. Food Service;
 - ix. Medication administration and storage;
 - x. Resident belongings, storage, and funds;
 - xi. Resident rights and advance directives;
 - xii. Complaints and grievances
 - xiii. Setting maintenance;
 - xiv. Evacuation capability determination; and
 - xv. Fees and money management.
- c. The provider shall develop reasonable house rules outlining operating protocols concerning, but not limited to, meal times, night-time quiet hours, guest policies, smoking, and as follows:
- i. House rules shall be consistent with resident rights;
 - ii. House rules shall be posted in an area readily accessible to residents;
 - iii. House rules shall be reviewed and updated as necessary;
 - iv. Residents shall be provided an opportunity to review and provide input into any proposed changes to house rules before the revision become effective.

F. Records

- a. Records shall be maintained to document the legal operation of the program, personnel practices, and resident services and supports. All records shall be properly obtained, accurately prepared, safely stored, and readily available or electronically accessible within the Home. All entries in records required by these rules shall be in ink, indelible pencil, or approved electronic equivalent prepared at the time or immediately following the occurrence of the event being recorded; be legible; and be dated and signed by the person making the entry. In the case of electronic records, signatures may be replaced by an approved, uniquely identifiable electronic equivalent.
- b. Records documenting the legal operation of the Home shall include, but not be limited to:
- i. Any building inspection reports, zoning verifications, fire inspection reports, or other documentation pertaining to the safe and sanitary operation of the Home issued during the development or operation of the Home;
 - ii. Documents pertaining to approval of the setting from HHSC;
 - iii. Program operating budget and related financial records;
 - iv. Payroll records, program staff schedules and timesheets;
 - v. Materials safety and data sheets;
 - vi. Fire drill documentation;
 - vii. Incident reports; and
 - viii. Policy and procedure manual.
 - ix. Personnel records shall document and include:
 - 1. Job descriptions for all positions; and
 - 2. Separate program staff records including, but not limited to, written documentation of program staff identifying information and qualifications, criminal record clearance, performance appraisals, and documentation of pre-service orientation and other training.
- c. Resident service records shall be maintained for each resident and include:
- i. An easily accessible summary sheet that includes, but is not limited to, the resident's name, previous address, date of admission to the program, gender, biological sex, date of birth, marital status, legal status, religious preference, health provider information, evacuation capability, DSM diagnosis, physical health diagnosis, medication allergies, food allergies,

- information indicating whether advance mental health and health directives and burial plan have been executed, and the name and contact information of an resident to contact in case of an emergency;
- ii. The names, addresses, and telephone numbers of the resident's representative, legal guardian or conservator, parents, next of kin, or other significant persons; physicians or other medical practitioners; dentist; case manager or therapist; day program, school, or employer; and any governmental or other agency representatives providing services to the resident;
 - iii. A mental health assessment and background information identifying the resident's residential service needs;
 - iv. A resident transition plan and person-centered treatment plan;
 - v. The resident's safety plan; and Documentation of the resident's progress and any other significant information including, but not limited to, progress notes, progress summaries, and correspondence concerning the resident.
- d. The program shall retain all referral packets, screening materials, and screening responses-placement determinations for a minimum of three years from the date of the referral.
 - e. All resident service records shall be stored in a weatherproof and secure location. Access to records shall be limited to the program administrator and direct care staff unless otherwise allowed in these standards.
 - f. All resident service records shall be kept confidential as required by law. A signed release of information shall be obtained for any disclosure from a resident service record in accordance with all applicable laws and rules.
 - g. A resident or the representative shall be allowed to review and obtain a copy of the resident service record as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - h. If a program changes ownership or program administrator, all resident and personnel records shall remain at the setting. Prior to the dissolution of any Home, the program administrator shall notify HHSC in writing as to the location and storage of resident service records or those records shall be transferred with the resident.

G. Background Checks

- a. Employees providing direct services to residents are subject to national and state criminal background checks and screening to determine if they have a history of criminal or abusive behavior such that they should not be allowed to work in positions covered by these standards.

H. Staffing

- a. A direct care staff person shall be at least 18 years of age, can implement the setting's emergency procedures and disaster plan, and can perform other duties of the job as described in the job description;
- b. All program staff having contact with a resident must have a documented approved criminal background clearance.
- c. Personnel policies shall be made available to all program staff and shall describe hiring, leave, promotion, and disciplinary practices.
- d. The program administrator shall provide or arrange a minimum of 20 hours pre-service orientation and eight hours in-service training annually for each program staff including:
 - i. Pre-service training for direct care staff shall include, but not limited to, a comprehensive tour of the setting; a review of emergency procedures, a review of setting house rules, policies, and procedures; background on mental health disorders; an overview of resident rights, including HIPAA; medication management procedures; food service arrangements; a summary of each resident's assessment and person-centered service plan, and other information relevant to the job description and scheduled shifts; and training in:

1. Mental Health First Aid;
 2. Motivational Interviewing (Centralized Training Infrastructure); and
 3. Harm Reduction (Centralized Training Infrastructure)
 4. De-escalation training (e.g. Positive Behavior Support)
 5. Food Handler's Certification (if preparing meals for residents)
- ii. Pre-service training for Licensed Practitioners of the Healing Arts (LPHA) working with the Home shall complete the following trainings:
1. Cognitive Adaptation Training (Centralized Training Infrastructure)
 2. Money Follows the Person: Recovery Through Relocation (International Center of Excellence for Evidence-Based Practices)
 3. Motivational Interviewing (Centralized Training Infrastructure)
 4. Illness Management and Recovery (Centralized Training Infrastructure)
 5. Harm Reduction Training
 6. Co-Occurring Psychiatric and Substance Use Disorders Training (COPSD) (Centralized Training Infrastructure)
- iii. In-service training shall be provided on topics relevant to improving the care and treatment of residents in the program and meeting the requirements in these administrative rules. In-service training topics include, but are not limited to, behavior management, daily living skills development, nutrition, first aid, understanding mental illness, sanitary food handling, resident rights, identifying health care needs, and psychiatric medications.
- e. The provider and program administrator shall ensure an adequate number of program and direct care staff are available at all times to meet the treatment, health, and safety needs of residents. Program staff must be scheduled to meet the changing needs and ensure safety of residents. Minimum staffing requirements are as follows:
- i. There shall be at least one direct care staff always on duty per four residents when residents are in the Home;
 - ii. Program and direct care staff on night duty shall remain awake and professionally dressed. In settings where residents are housed in two or more detached buildings, program staff shall monitor each building at least once an hour during the night shift. An approved method for alerting program staff to problems shall be in place and implemented. This method shall be accessible to and usable by the residents.

I. Settings Requirements

- a. To ensure program accessibility under Title II of the Americans with Disabilities Act, HHSC may require additional accessibility improvements; and
- b. Any accessibility improvements made to accommodate an identified resident shall be in accordance with the specific needs of the resident.
- c. An accessible outdoor area is required and shall be made available to all residents. A portion of the accessible area shall be covered and have an all-weather surface such as a patio or deck.
- d. The setting shall have sufficient and safe storage areas including but not limited to:
 - i. Storage for a reasonable number of resident personal belongings beyond that available in the resident's bedroom shall be provided appropriate to the size of the setting;
 - ii. Storage areas necessary to ensure a functional, safe, and sanitary environment; and
 - iii. Safe storage of prescription medications.
- e. The program shall permit a resident to use their own furniture within space limitations of the resident's bedroom. Otherwise, furniture shall be provided or arranged for each resident, maintained in good repair, and include the following:
 - i. A bed including a frame and a clean mattress and pillow;
 - ii. A private dresser or similar storage area for personal belongings that is readily

- accessible to the resident;
- iii. One chair per bedroom; and
- iv. Locked storage for the residents small, personal belongings. The provider shall provide the resident with a key or other method to again access to locked storage space.
- f. The program shall provide linens for each resident and shall include the following:
 - i. Sheets, pillowcase, other bedding appropriate to the season and the resident's comfort;
 - ii. Availability of a waterproof mattress or waterproof mattress cover; and
 - iii. Towels and washcloths.
- g. The provider shall assist each resident in obtaining personal hygiene items in accordance with resident needs. These shall be stored in a clean and sanitary manner and may be purchased with the resident's personal funds. Personal hygiene items include, but are not limited to, a comb and hairbrush, a toothbrush, toothpaste, and menstrual supplies (if needed).
- h. The provider shall provide sufficient supplies of soap, shampoo, and toilet paper for all residents.
- i. An adequate supply of furniture for resident use in living room, dining room, and other common areas shall be maintained in good condition.
- j. The setting shall have sufficient space for confidential storage of both resident service records and business records, for program staff use in completing record-keeping tasks, and for a telephone.
- k. The provider shall provide a bedroom for each resident, although the program may maintain bedrooms to be shared by more than one resident consistent with these standards. The bedroom shall include sleeping accommodations for the resident and be separated from the other areas of the setting by an operable door with an approved latching device. The provider shall maintain bedrooms as follows:
 - i. Bedrooms shall be limited to one or two residents.
 - ii. The provider shall provide a lockable entrance door to each unit for the resident's privacy as follows
 - 1. The locking device shall release with a single-action level on the inside of the room and open to a hall or common-use room;
 - 2. The provider shall provide each resident with a personalized key that operates only the door to his or her bedroom from the corridor side;
 - 3. The provider shall maintain a master key to access all the bedrooms that is easily and quickly available to the provider, program administrator, and appropriate program staff; and
 - 4. The provider may not disable or remove a lock to a unit without obtaining consent from the resident or the resident's representative through the resident-based limitations outlined in these standards.
 - iii. A clothes closet with adequate clothes hanging rods shall be accessible within each unit for storage of each resident's clothing and personal belongings; and
 - iv. Each unit shall have exterior windows. Bedroom windows shall be equipped with curtains or blinds for privacy and light control. An escape window shall be provided consistent with building code requirements.
 - v. Bathing and toilet facilities shall be conveniently located for resident use, provide privacy for residents, provide a securely affixed mirror at eye level, be adequately ventilated, and include sufficient facilities specially equipped for use by residents with a physical disability in Homes serving such residents; and
 - vi. A minimum of one toilet and one shower shall be available for each four residents.
- l. The setting shall include adequate lounge and activity areas for social and recreational use by residents, program staff, and guests.
- m. Kitchen facilities shall have sufficient refrigeration space, a dishwasher, appropriate storage for dishes and cooking utensils designed to be free from potential contamination, and a stove and oven

equipment.

- n. The setting shall have a separate dining room or an area where meals are served for use by residents, program staff, and guests;
- o. The Home's dining area shall have enough seat and table space for all residents to eat at the same time.
- p. The Home's flooring, thresholds, and floor junctures shall be designed and installed to prevent tripping hazards and to minimize resistance for passage of wheelchairs and other ambulation aids. In addition, hard surface floors shall be free from cracks and breaks, and bathing areas shall have non-slip surfaces;
- q. If necessary, due to a resident's needs, the door to the bedroom for the resident requiring ADA compliance, bathrooms, and common use areas shall be ADA compliant
- r. Exit doors may not include locks that prevent evacuation except in accordance with building and fire code requirements and with written approval from HHSC.
- s. An exterior door alarm or other acceptable system may be provided for security purposes and to alert staff when residents or others enter or exit the Home.
- t. Handrails shall be provided on all stairways.
- u. All areas of the Home shall be adequately ventilated, and temperature controlled:
 - i. Each setting shall have and maintain heating equipment capable of maintaining a temperature of 68-72 degrees Fahrenheit in the winter and 74-78 degrees Fahrenheit in the summer.
 - ii. Air conditioning must be provided in the Home.
 - iii. All toilet and shower rooms shall be adequately ventilated with a mechanical exhaust fan, window mounted exhaust fan, or central exhaust system that discharges to the outside;
 - iv. Where used, the design and installation of fireplaces, furnaces, wood stoves, and boilers shall meet standards of local building code. Documentation of annual inspection noting safe and proper operation shall be maintained at the setting; and
 - v. In resident-use areas, hot water temperatures shall be maintained within a range of 110 to 120 degrees Fahrenheit. Hot water temperatures in laundry and kitchen areas shall be at least 155 degrees Fahrenheit.
- vi. All wiring systems and electrical circuits shall meet state code requirements in effect on the date of installation, and all electrical devices shall be properly wired and in good repair. The provider shall ensure the following:
 - 1. When not fully grounded, circuits in resident use shall be protected by GFCI type receptacles or circuit breakers as an acceptable alternative;
 - 2. A sufficient supply of electrical outlets shall be provided to meet resident and staff needs;
 - 3. No more than one power strip may be utilized for each electrical outlet;
 - 4. Connecting power strips to one another or use of other outlet expansion devices is prohibited;
 - 5. Extension cord use in bedrooms and common use rooms is prohibited;
 - 6. Lighting fixtures shall be provided in each resident bedroom and bathroom, switchable near the entry door and in other areas as required to meet task illumination; and
- v. All plumbing shall meet state plumbing code requirements on the date of installation, and all plumbing fixtures shall be properly installed and in good repair.
- w. The program shall provide adequate access to telephones for private use by residents. The program shall not limit the hours of availability for phone use. A program may establish guidelines for fair and equal use of a shared telephone. Each resident or resident's representative shall be responsible for payment of long distance phone bills where the calls were initiated by the resident, unless other mutually agreed arrangement have been made.
- x. Smoking and vaping are not allowed within the Home including the grounds.

J. Individually-Based Limitations

- a.** When the program qualities of the Home create a threat to the health and safety of a resident or others, a provider may seek to apply an individually-based limitation. The program-qualities subject to a potential individually-based limitation include the resident's right to:
 - i.** The freedom and support to access food at any time;
 - ii.** Have visitors of the residents choosing at any time;
 - iii.** Have a bedroom entrance that is lockable by the resident with only appropriate staff having access;
 - iv.** Choose a roommate when sharing a bedroom;
 - v.** Furnish and decorate the resident's bedroom as agreed to in the Residency Agreement;
 - vi.** The freedom and support to control the residents schedule and activities; and
 - vii.** Privacy in the resident's bedroom.
- b.** A provider may apply an individually-based limitation only if:
 - i.** The program quality threatens the health or safety of the resident or others;
 - ii.** The individual-based limitation is supported by a specific assessed need;
 - iii.** The resident or representative consents;
 - iv.** The limitation is directly proportionate to the specific assessed need; and
 - v.** The individually-based limitation will not cause harm to the resident.
- c.** The provider shall demonstrate and document that the individually-based limitation meets the requirements of (J)(b) above and measures described below in the person-centered service plan. The provider shall submit and sign a program-created form that includes the following:
 - i.** The specific and individualized assessed need justifying the individually-based limitation;
 - ii.** The positive interventions and supports used prior to consideration of any individually-based limitation;
 - iii.** Documentation that the provider or other entities have tried other less intrusive methods, but those methods did not work;
 - iv.** A clear description of the limitation that is directly proportionate to the specific assessed need;
 - v.** Regular collection and review of data to measure the ongoing effectiveness of the individually-based limitation;
 - vi.** Established time limits for periodic review of the individually-based limitation to determine if the limitation should be terminated or remains necessary;
 - vii.** The informed consent of the resident or representative including any discrepancy between the wishes of the resident and the consent of the legal representative; and
 - viii.** An assurance that the interventions and support do not cause harm to the resident; and
 - ix.** The provider shall maintain a copy of the completed and signed form documenting the consent to the individually-based limitation described in these standards.

K. Safety

- a.** The provider shall train all program staff in safety procedures prior to beginning their first regular shift. Every resident must be trained in resident safety procedures as soon as possible within the first 72 hours of residency.
- b.** Residents and staff may not have a weapon of any kind on the premises of the Home.
- c.** The program shall develop and implement a written procedure and disaster plan. The plan shall cover such emergencies and disasters as fires, explosions, missing persons, accidents, earthquakes, pandemics, and floods. The program shall post the plan in Spanish and English by the phone and be immediately available to the program administrator and program staff. The plan shall specify where staff and residents will reside if the setting becomes uninhabitable. The

program shall update the plan and shall include:

- i. Emergency instructions for employees;
 - ii. The telephone numbers of the local fire department, police department, the poison control center, the administrator, the administrator's designee, and other persons to be contacted in emergencies; and
 - iii. Instructions for the evacuation of residents and employees.
 - d. The program shall ensure every resident shall participate in unannounced evacuation drills at least two times a year:
 - i. Drills shall be scheduled at different times of day and on different days of the week with different locations designated as the origin of the fire for drill purposes;
 - ii. Any resident having trouble evacuating shall be provided with special assistance and a notation made in the resident service record; and
 - iii. Written evacuation records shall be maintained for at least three years. They shall include documentation made at the time of the drill specifying the date and time of the drill, the location designated as the origin of the fire for drill purposes, the names of all residents and staff present, the amount of time required to evacuate, notes of any difficulties experienced, and the signature of the staff person conducting the drill.
 - e. All stairways, halls, doorways, passageways, and exits from rooms and from the building shall be unobstructed.
 - f. The program shall provide and maintain one or more 2A10BC fire extinguishers on each floor;
 - g. There shall be smoke alarms in each bedroom and common spaces excluding the kitchen. Tests shall be performed annually to ensure the alarms are in good working order.
 - h. First aid supplies shall be readily accessible to staff. All supplies shall be properly labeled.
 - i. Portable heaters are recognized as a safety hazard and may not be used.

L. Sanitation

- a. All floors, walls, ceilings, windows, furniture, and equipment shall be kept in good repair, clean, sanitary, neat, and orderly.
- b. Each bathtub, shower, lavatory, and toilet shall be kept clean, in good repair, and regularly sanitized.
- c. All necessary measures shall be taken to prevent rodents and insects from entering the setting. The provider shall take appropriate action to eliminate rodents or insects.
- d. The grounds of the Home shall be kept orderly and reasonably free of litter, unused articles and trash.
- e. Program staff shall employ universal precautions whereby all human blood and certain body fluids are treated as if known to be infections for blood-borne pathogens.
- f. If pets or other household animals reside at the Home, sanitation practices shall be implemented to prevent health hazards:
 - i. Animals shall be vaccinated in accordance with the recommendations of a licensed veterinarian. Documentation of vaccinations shall be maintained on the premises; and
 - ii. Animals not confined in enclosures shall be under control and maintained in a manner that does not adversely impact residents or others.

M. Non-Discrimination

- a. The provider shall have written policies and procedures to ensure non-discrimination in the provision of admission and services based on race, color, sex, except as may be limited by room arrangement due to gender, sexual orientation, religion, creed, national origin, age, familial status, marital status, source of income, or disability in addition to the mental health disorder.

N. Resident's Right to Compensation for Work

- a. The provider shall ensure residents are paid in accordance with CFR Part 529 of the Federal Wage and Hours Regulations for all work performed that is of consequential economic benefit to the Home except:
 - i. Personal housekeeping tasks related directly to the resident's personal space and possessions; and
 - ii. Shared responsibilities for regular household chores among a small group of residents.

O. Admission to the Home

- a. Prior to accepting a resident for admission to the program, the program administrator shall determine the resident meets admission criteria including the following:
 - i. The provider shall offer each resident referred for placement at the Home an opportunity to participate in a screening interview prior to being accepted or denied placement at a Home. The screening is intended to provide information about the program and the services available as well as obtain information from the prospective resident, a relative, and agencies currently providing services to the resident sufficient to determine eligibility for admission and service needs.
 - ii. The provider shall receive screening packets for each resident referred to the Home. At a minimum, packets shall include:
 - 1. Background information including mental health assessment, description of previous living arrangements, service history, behavioral issues, and service needs;
 - 2. Medical information including a brief history of any health conditions, documentation from a Licensed Medical Professional (LMP) or other qualified health care professional of the resident's current physical condition, and a written record of any current or recommended medications, treatments, dietary specifications, and aids to physical functioning;
 - 3. Copies of documents or other documentation relating to guardianship, conservatorship, commitment status, advance directives, or any other legal restrictions;
 - 4. A copy of the prospective resident's most recent mental health treatment plan; and
 - 5. Documentation of any other concerns about potential safety risks.
 - iii. The provider shall ensure screenings are conducted at the prospective Home unless the resident or representative requests a phone screening or screening at the resident's location.
 - iv. The provider shall contact the referring agency to schedule a screening appointment within 48 hours of receipt of the referral packet;
 - v. The provider shall coordinate with the referring agency to schedule a screening appointment to occur within 14 calendar days from the date of receipt of the referral packet;
 - vi. The provider shall provide the following to each resident referred to the Home:
 - 1. Materials explaining the conditions of residency;
 - 2. Services available to residents residing in the program; and
 - 3. An opportunity to meet with a prospective roommate if the program uses a shared room model.
 - vii. The screening meeting shall include the program administrator, the prospective resident, and the resident's representative if applicable. With the prospective resident's consent, the meeting may also include family members, other representatives as appropriate, representatives of relevant service-providing agencies, and others with an interest in the resident's admission.
- b. Prior to admission, the provider shall evaluate and determine whether a prospective resident is eligible for admission based on the following criteria. The resident shall:
 - i. Be assessed to have a mental health disorder;

- ii. Be at least 18 years of age;
 - iii. Not require continuous nursing care unless a reasonable plan to provide the care exists and HHSC approves the placement;
 - iv. Have evacuation capability;
 - v. Meet additional criteria required or approved by HHSC through contractual agreement or condition of approval.
- c. The provider may deny a resident admission to its program for the following reasons:
- i. Failure to meet admission criteria established by these standards
 - ii. Inability to pay for services due to lack of presumed Medicaid eligibility or other funds;
 - iii. Documented instances of behaviors within the last 30 calendar days that would pose a reasonable and significant risk to health, safety, and well-being of the resident or another resident, if the resident is admitted;
 - iv. Lack of availability of necessary services required to maintain the health and safety of the resident (no nursing, etc.) or lack of an opening at the setting;
 - v. The resident declines the offer for screening;
 - vi. Any violent criminal behavior in the past seven years; or
 - vii. The resident is unable to evacuate from the Home even with assistance
- d. The provider may not deny a resident admission to its program as follows:
- i. Prior to offering a face-to-face screening or other screening process as allowed by these standards; or
- e. The provider's admission decision shall be made as follows:
- i. The program's decision shall be based on review of the screening materials, information gathered during the face-to-face screening meeting, and evaluation of the admission criteria;
 - ii. The program shall inform the prospective resident and the resident's representative, if applicable, of the admission decisions within 72 hours of the screening meeting;
 - iii. When the program denies admission, the program shall inform the applicant, the resident's representative if applicable, and the referring entity in writing of the basis for the decision and the resident's right to appeal the decision;
 - iv. When the program approves admission, the program shall inform the applicant, the resident's representative, and the referring entity through an acceptance notification in writing that shall include the estimated date of admission.
- f. Upon admission, the program administrator shall provide and document an orientation to each new resident that includes but is not limited to the following:
- i. A complete tour of the Home;
 - ii. Introductions to other residents and program staff;
 - iii. Discussion of house rules;
 - iv. Explanation of the laundry and food service schedule and policies;
 - v. Review of the resident's rights;
 - vi. Review of grievance procedures;
 - vii. Completion of lease or residency agreement;
 - viii. Discussion of the conditions under which residency would be terminated;
 - ix. General description of available services and activities;
 - x. Review and explanation of advance directives. If the resident does not have any advance directives, the program shall provide an opportunity to complete advanced directives;
 - xi. Review of emergency evacuation procedures;
 - xii. Review of the person-centered planning process; and
 - xiii. Review of the process for imposing individually-based limitations to the resident.

P. Residency Agreement

- a. The provider shall enter into a written lease or residency agreement with each resident or

- representative prior to or at the time of admission.
- b.** The provider shall provide a copy of the signed agreement to the resident or representative, and the provider shall retain the original signed agreement in the resident's service record;
 - c.** The provider shall give written notice to a resident or representative and HHSC at least 30 calendar days prior to any general rate increases, additions, or other modifications of the rates;
 - d.** The provider shall update the lease or residency agreements at least annually and when social security rates change, or a resident's finances change such that the amount paid for room and board changes; and
 - e.** The residency agreement shall include, but is not limited to, the following:
 - i.** The room and board rate describing the estimated public and private pay portions of the rate:
 - 1.** When a resident's social security or other funding is not active at the time of admission to the program, the program shall prepare the room and board agreement based upon the estimated benefit to be received by the resident; and
 - 2.** If, when funding is later activated, actual income of the resident varies from the estimated income noted on the residency agreement, the agreement shall be updated and resigned by all the applicable parties.
 - ii.** Services and supports provided in exchange for payment of the room and board rate;
 - iii.** Conditions under which the program may change the rates;
 - iv.** The provider's refund policy in instances of a resident's hospitalization, death, transfer to a nursing facility or other care facility, and voluntary or involuntary move from the program;
 - v.** A statement indicating that the resident is not liable for damages considered normal wear and tear;
 - vi.** The potential reasons for involuntary termination of residency in compliance with this standard and resident's rights regarding the eviction and appeal process described in these standards.
 - vii.** Any policies the program may have on the presence and use of alcohol, cannabis, and illegal drugs of abuse;
 - viii.** Policy prohibiting use of tobacco products, smoking, and vaping;
 - ix.** Policy addressing pet and service animals. The program may not restrict animals that provide assistance or perform tasks for the benefit of a person with a disability. These animals are often referred to as services animals, assistance animals, support animals, therapy animals, companion animals, or emotional support animals;
 - x.** Any house rules or social covenants required by the program that may be included in the document or as an addendum;
 - xi.** A statement informing the resident of the right to the following:
 - 1.** Live under a lease or legally enforceable agreement with protections substantially equivalent to landlord-tenant laws;
 - 2.** The freedom and support to access food at any time;
 - 3.** To have visitors of the residents choosing at any time unless social distancing is required by the Centers for Disease Control;
 - 4.** Have a lockable door in the resident's bedroom that may be locked by the resident;
 - 5.** Choose a roommate when sharing a bedroom;
 - 6.** Furnish and decorate the resident's bedroom according to the residency agreement;
 - 7.** The freedom and support to control the resident's schedule and activities; and
 - 8.** Privacy in the resident's bedroom.
 - f.** The provider may not enter into a residency agreement that:
 - i.** Charges application fees, refundable or non-refundable deposits;
 - ii.** Includes any illegal or unenforceable provisions or ask or require a resident to waive any of

- the resident's rights or the provider's liability for negligence; or
- iii. Conflicts with resident rights or these standards.

Q. Health Services

- a. The program administrator shall ensure that all residents are offered medical attention when needed. The provider shall arrange for health services with the informed consent of the resident or the resident's representative. The program shall arrange for physicians to be available in the event the resident's regular physician is unavailable. The provider shall identify a hospital emergency room that may be used in case of emergency.
- b. The program shall ensure that each resident has a primary physician who is responsible for monitoring the residents' health care. Regular health examinations shall be done in accordance with the recommendations of the primary health care professional but not less than once every three years. Newly admitted residents shall have a health examination completed within one year prior to admission or within three months after admission. Documentation of findings from each examination shall be placed in the resident's service record.
- c. The program shall ensure that each resident is linked to dental care within the community.
- d. A written order signed by a physician is required for any medical treatment, special diet for health reasons, aid to physical functioning, or limitation of activity.
- e. A written order signed by a physician is required for all medications administered or supervised by program staff. Medications may not be used for the convenience of staff or as a substitute for programming. Medications may not be withheld or used as reinforcement or punishment or in quantities that are excessive in relation to the amount needed to attain the resident's best possible functioning:
- f. Self-medication shall be a goal for all residents in the Home.
 - i. Medications shall be self-administered by the resident if the resident demonstrates the ability to self-administer medications in a safe and reliable manner. In the case of self-administration, both the written orders of the prescriber and the resident's service plan shall document that medications shall be self-administered. The self-administration of medications may be supervised by program staff who may prompt the resident to administer the medication and observe the fact of administration and dosage taken. When supervision occurs, program staff shall enter information in the resident's record;
 - ii. Program staff who assist with administration of medication shall be trained by a Licensed Medical Professional (LMP) on the use and effects of commonly used medications;
 - iii. Medications prescribed for one resident may not be administered to or self-administered by another resident;
 - iv. The program shall develop and implement a policy and procedure that ensures all orders for prescription drugs are reviewed by an LMP, as specified by a physician, at least every six months. When this review identifies a contra-indication or other concern, the resident's primary physician or LMP shall be immediately notified. Each resident receiving psychotropic medications shall be evaluated at least every three months by the LMP prescribing the medication, who shall note for the resident's record the results of the evaluation and any changes in the type and dosage of medication, the condition for which it is prescribed, when and how the medication is to be administered, common side effects, including any signs of tardive dyskinesia, contraindications or possible allergic reactions, and what to do in case of a missed dose or other dosing error;
 - v. The provider shall have policies and procedures regarding the disposal of all unused, discontinued, outdated, or recalled medications and any medication containers with worn, illegible or missing labels. The provider shall dispose of medications in a safe method consistent with any applicable federal statutes and designed to prevent diversion of these

substances to persons for whom they were not prescribed. For any medication classified as a controlled substance in schedules 1 through 5 of the Federal Controlled Substance Act, the disposal shall be witnessed by a second staff person who documents their observation by signing the disposal record;

- vi. The provider shall properly and securely store all medications in a locked space for medications only in accordance with the instructions provided by the prescriber or pharmacy. Medications for all residents shall be labeled. Medications requiring refrigeration shall be stored in an enclosed, locked container within the refrigerator. The provider shall ensure that residents have access to a locked, secure storage space for their self-administered medications. The program shall note in its written policy and procedures which persons have access to this locked storage and under what conditions;
- vii. For all residents taking prescribed medication, the provider shall record in the medical record each type, date, time, and dose of medication provided. All effects, adverse reactions, and medication errors shall be documented in the resident's service record. All errors, adverse reactions, or refusals of medication shall be reported to the prescribing LMP within 48 hours;
- g. Nursing tasks may be delegated by a registered nurse to a direct care staff within the limitations of their classification and only in accordance with the Texas Board of Nursing TAC Section 224.8.

R. Termination of Residency

- a. Each provider's termination policy and procedure shall promote a fair and efficient termination process. The program administrator shall be responsible for initiating and coordinating termination proceedings. The provider shall make reasonable efforts to prevent unnecessary terminations by making reasonable accommodations within the Home.
- b. A resident or guardian may terminate residency in a Home upon providing at least 30-days' notice. Upon agreement between the administrator and the resident or guardian, less than 30 days' notice may be provided.
- c. If a resident's behavior poses a serious and immediate threat to the health or safety of others in or near the Home, the program administrator after providing 24 hours written notice to the resident or representative specifying the causes may immediately terminate the residency. The notice shall specify the resident's right to appeal the emergency termination decision as stated in these standards. This information should be included in the Residency Agreement.
- d. When other circumstances arise providing grounds for termination of residency under this section, the program administrator shall discuss these grounds with the resident, or representative, and with the resident's permission, other residents with an interest in the resident's circumstances. If a decision is made to terminate residency, the program administrator shall provide at least 30 days' written notice specifying the causes to the resident or representative. This notice shall also specify the resident's right to appeal the termination decision. Upon agreement between the program administrator and the resident or resident's representative, termination may occur with less than 30 days' notice. The program shall make reasonable efforts to establish a reasonable termination date in consideration of both the Home's needs and the resident's need to find alternative living arrangements. Grounds for termination include the following:
 - i. The resident no longer needs, or desires services provided by the program and expresses a desire to move to an alternative housing placement;
 - ii. The resident is assessed by a LMP or other qualified health professional to require services such as continuous nursing care or extended hospitalization that are not available or cannot be reasonably arranged in the Home;
 - iii. The resident's behavior is continuously and significantly disruptive or poses a threat to the health or safety of self or others, and these behavioral concerns cannot be adequately

- addressed with services available at the Home or services that can be arranged outside of the Home;
- iv. The resident cannot safely evacuate the Home; and
 - v. Nonpayment of program fees in accordance with the Home's fee policy; and
 - vi. The resident continuously and knowingly violates house rules resulting in significant disturbance of others.
- e. Except in the case of emergency terminations, a pre-termination meeting shall be held with the resident, the resident's representative, and with the resident's permission, others interested in the resident's circumstances. The purpose of the meeting is to plan any arrangements necessitated by the termination decision. The meeting shall be scheduled to occur at least two weeks prior to the termination date. In the event a pre-termination meeting is not held, the reason shall be documented in the resident service record.
 - f. Documentation of discussions and meetings held concerning termination of residency and copies of notices shall be maintained in the resident service.
 - g. At the time of termination of residency, the resident shall be given a statement of account, any balance of funds held by the program, and all property held in trust or custody by the program as in the following:
 - i. In the event of pending charges, the program may withhold the amount of funds anticipated to cover the pending charges. Within 30 days after residency is terminated or as soon as pending charges are confirmed, the program shall provide the resident with a final financial statement along with any funds due to the resident; and
 - ii. In the case of a resident's property being left at the setting for longer than seven days after termination of residency, the program shall make a reasonable attempt to contact the resident or representative. The program shall allow the resident or representative at least 15 days to decide concerning the property. If the program determines that the resident has abandoned the property, the program may then dispose of the property. If the property is sold, proceeds of the sale minus the amount of any expenses incurred and any amounts owed the program by or on behalf of the resident shall be forwarded to the resident or representative.
 - h. If a resident moves out of the setting without providing notice or is absent without notice for more than seven consecutive days, the provider may terminate residency after seven consecutive days of the resident's absence. The provider shall try to contact the resident or representative and others interested in the resident's circumstances to confirm the resident's intent to discontinue residency. The provider shall have policies and procedures regarding the disposal of the resident's belongings.

S. Resident Grievances and Appeals

- a. The provider shall develop and implement written policies and procedures concerning the grievance and appeal process. A copy of the grievance and appeal process shall be posted in a place readily accessible to residents. A copy of the grievance and appeal process shall be provided to each resident at the time of admission to the program.
- b. A provider's process for grievances shall, at a minimum, include the following:
 - i. Residents shall be encouraged to informally resolve complaints through discussion with program staff; and
 - ii. If the resident is not satisfied with the informal process or does not wish to use it, the resident may proceed as follows:
 1. The resident may submit a complaint in writing to the program administrator. The resident may receive assistance in submitting the complaint from any person whom the resident chooses. If requested by the resident, program staff shall be available to assist the resident;
 2. The written complaint shall go directly to the program administrator without being

read by other program staff unless the resident requests or permits other program staff to read the complaint;

3. The complaint shall include the reasons for the grievance and the proposed resolutions. No complaint shall be disregarded because it is incomplete;
 4. Within five days of receipt of the complaint, the program administrator shall meet with the resident to discuss the complaint. The resident may have an advocate or other person of their choosing present for this discussion; and
 5. Within five days of meeting with the resident, the program administrator shall provide a written decision to the resident. As part of the written decision, the program administrator shall provide information about the appeal process.
- c. A resident, a resident's LAR, HHSC or other HHSC-approved party, and an applicant shall have the right to appeal admission, termination, and grievance decisions as follows:
- i. If the resident/applicant is not satisfied with the decision, the resident/applicant may file an appeal in writing within ten days of the date of the program administrator's decision to the complaint or notification of admission denial or termination; and
 - ii. The appeal shall be submitted to the local mental health authority (LMHA) director or designee in the county where the Home is located:
 1. The resident may receive assistance in submitting the appeal. If requested by the resident, program staff shall be available to assist the resident;
 2. The LMHA director or designee shall provide a written decision within ten days of receiving the appeal; and
 3. If the resident is not satisfied with the LMHA's director's decision, the resident may file a second appeal in writing within ten days of the date of the LMHA director's written decision to the director at HHSC. The decision of the HHSC director shall be final.

T. Waiver of Standards

- a. Where the development of a Home is severely limited by these standards, a waiver may be granted for a section for 6 months and may be renewed three times. Waivers will be applied only in areas where the need for the services and the attempts to meet these standards are adequately documented. Waivers are granted by HHSC only in exceptional circumstances. The request cannot represent a danger to the health, safety, or well-being of the resident and must comply with the intent of the provision to be waived.

(END)

TX HHSC ATTACHMENT H: SUPERVISED LIVING GROUP HOME STANDARDS



ATTACHMENT J SHSDP INCIDENT FORM

Instructions: State Hospital Step Down Program (SHSDP) staff are required to document all information when a reportable incident occurs. SHSDP homes must complete and submit the form within 24 hours for unusual incidents.

This incident form does not replace any state mandated or programmatic reporting requirement.

General Information
Participant Name:
Step-Down Home Name:
Step-Down Home Location:
Current Location of Participant:
Note: If the participant is in a hospital, jail or other setting outside the program, provide contact information (address, phone, etc.).
Contact Name:
Contact Information:

Incident Information	
Date of Incident:	Time of Incident:
Location of Incident:	
Date Staff Notified HHSC of Incident:	
Incident Type (Check all that apply):	
Abuse: <input type="checkbox"/> Abuse <input type="checkbox"/> Neglect <input type="checkbox"/> Exploitation <input type="checkbox"/> Alleged Abridgement of Rights	
Medical and Behavioral Health Emergencies: <input type="checkbox"/> Injury/Hospitalization <input type="checkbox"/> Behavioral Health Emergency <input type="checkbox"/> Self-Harm/Suicide Ideations or Attempt	
Abscond / Elopement: <input type="checkbox"/> Missing Participant <input type="checkbox"/> Unplanned Discharge	
Death: <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Unknown	
Law Enforcement / Legal involvement: <input type="checkbox"/> Arrest <input type="checkbox"/> Alleged law violation	
<input type="checkbox"/> Other, specify _____	

Incident Description



ATTACHMENT J
SHSDP INCIDENT FORM

Provide detailed description (include who, what, where, when, why and how) of the incident and actions taken to respond:

Provide information about other individuals involved in the incident, including any staff present or other witnesses:

Action Taken and Proposed Prevention Plan (please include any notifications and law enforcement or abuse hotline report numbers, as applicable)

Staff Completing Form

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Phone Number: () _____

Please submit completed form to NTBHA//HHSC

NOT FOR CIRCULATION – INTERNAL USE ONLY



ATTACHMENT K
SHSDP PARTICIPANT EXTENSION
REQUEST FORM

Request Date	Participant Name	Admission Date	Current Length of Stay (in Months)

This form is used if a SHSDP participant continues to require the additional treatment and support provided by the home. The form must be completed and submitted 30 days prior to the participant reaching 365-days in the program.

Please check all that apply:

- Clinician’s recommendation
- Court recommendation
- Inadequate Housing
- Benefit issue
- Financial Constraints
- Other: _____

Number of months requested: _____

Provide a revised transition plan and explain in detail why additional assistance is required to help the participant reintegrate into the community:
