1. **PURPOSE**

The intent of this Contract with (*Contractor*), is to provide outpatient psychiatric services to residents of XXX, in XXX, Texas, civilly committed to undergo sex offender treatment, and whose symptoms of mental illness prevent them from effectively participating in sex offender treatment.

1. **CONTRACTOR RESPONSIBILITIES**

Contractor shall:

1. Provide outpatient psychiatric services to residents civilly committed to XXX, who otherwise could not effectively participate in sex offender treatment due to symptoms related to their mental illness.
2. Assess and treat residents referred for psychiatric services to include the following populations:
3. Residents diagnosed with mental illness by a physician, preferably a psychiatrist; and
4. Residents incapacitated by symptoms of their mental illness to the degree that they are unable to effectively participate in sex offender treatment.
5. For residents eligible to receive psychiatric services, the Contractor shall provide the following treatment:
6. Psychotropic medication management and medication monitoring;
7. Psychotropic medication training and support;
8. Psychiatric diagnostic interview examinations;
9. Psycho-social assessment;
10. Recovery-based treatment planning;
11. Case-management services;
12. Skills training and psychosocial rehabilitation;
13. Counseling in accordance with evidenced-based practices such as Cognitive Behavioral Therapy or Cognitive Processing Therapy; and
14. Discharge planning.
15. The Contractor shall provide court ordered assessments, evaluations, and psychiatric services.
16. The Contractor shall ensure access to essential non-crisis psychiatric services. When a resident is in need of crisis services, the Contractor shall contact the Local Mental Health Authority (LMHA), in XXX County, through the LMHA’s crisis hotline. The definition of a crisis is outlined in the 25 Texas Administrative Code (TAC), Part 1, Chapter 412, Subchapter G, Rule. 412.303. A crisis is a situation in which:
    1. an individual presents an immediate danger to self or others;
    2. an individual’s mental or physical health is at risk of serious deterioration; or
    3. an individual believes that he or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration.
17. Designate a point of contact who shall be responsible for all communication, correspondence, and reporting to the HHSC and accompany HHSC personnel on site visits scheduled with the facility during the term of this Contract.
18. Maintain periodic communication and collaboration, and develop and maintain continuity of care coordination between the facility, the LMHA, XXX, State Mental Health Facilities (SMHF), and other entities, to assure proper psychiatric care for residents.
19. Coordinate with the LMHAs, Local Behavioral Health Authorities, (LBHA), Community Hospitals, and State Hospitals, to facilitate admission into inpatient psychiatric services, if an inpatient bed is available.
20. Coordinate with the LMHAs, LBHAs, Community Hospitals, and, State Hospitals to facilitate access to crisis psychiatric services to include the following:
21. Crisis hotline services;
22. Mobile Crisis Outreach Team services;
23. Crisis Assessment and crisis follow-up; and
24. Admission to an inpatient facility to include a local hospital bed or a state hospital bed.
25. For residents in need of crisis services, contact the LMHA in XXX County through the LMHA’s crisis hotline service. If a crisis assessment is conducted, a copy of the crisis assessments shall be placed in the resident’s medical record. Documentation of the provision of crisis services shall align with 25 TAC, Part 1, Chapter 412, Subchapter G.
26. Assume responsibility for the costs of all psychiatric services, including, but not limited to, the following:
27. Psychotropic medications;
28. Outpatient psychiatric services; and
29. Court-ordered mental health services.

12. Contractor shall recruit, train, and maintain qualified staff members including, but not limited to, a psychiatrist, a nurse, and a therapist, with documented competency, in accordance with TAC, Chapter 412, Subchapter G and shall comply with the following:

1. §412.314(e) concerning Access to Mental Health Community Services;
2. §412.315 concerning Medical Records System; and,
3. §412.316 concerning Competency and Credentialing.
4. Train all staff members. Prior to providing services, all staff members shall be trained and demonstrate competence in:
   1. Identifying, preventing, and reporting abuse, neglect, and exploitation in accordance with:
      * 1. System Agency Office of Consumer Services and Rights Protection; and
        2. HHSC approved protocol for preventing and managing aggressive behavior.
5. Require criminal history background checks prior to providing services to residents, and ensure staff members, officers, agents, interns, psychiatric residents, or volunteers, have not been convicted of, or received, a probated sentence or deferred adjudication for any criminal offense that would constitute a bar to employment in accordance with the Texas Health and Safety Code, Title 4 Subtitle B, Chapter 250, Section 250.006.
6. Perform a registry clearance review for reports of misconduct, including abuse, neglect and exploitation, through:
   1. The Employee Misconduct Registry maintained by the Department of Aging and Disability Services in accordance with 40 TAC, Part 1, Chapter 93, in its entirety; and
   2. The Nurse Aide Registry maintained by the Department of Aging and Disability Services in accordance with 40 TAC, Part 1, Chapter 94, in its entirety.
7. Contractor shall develop written policies and procedures for HHSC review and approval. Policies and procedures shall include, but are not limited to, the following:
   1. Eligibility, intake, assessment, and treatment planning processes;
   2. Coordination and continuity of care planning with the LMHA, LBHA, or Managed Care Organization, for aftercare psychiatric services;
   3. Staff training;
   4. Medication management;
   5. Registry clearance review;
   6. Crisis Services;
   7. Criminal Background checks;
   8. Facility staffing patterns;
   9. Incident reporting; and
   10. Emergency and Disaster.
8. Contractor shall develop a Quality Management Plan to include:
9. Measureable objective indicators to detect the need and plan for improvement;
10. Activities and processes that address clinical and programming problems;
11. Process to systematically monitor and track risks;
12. Mechanism to reduce incidents;
13. Resident satisfaction;
14. Process for corrective action plans to include follow up;
15. Mechanism to monitor assessment and treatment planning accuracy;
16. Process to monitor service delivery;
17. Mechanism to assess data integrity;
18. Ongoing monitoring of clinical outcomes;
19. Use of reports and data;
20. Track aspects of the provision of psychiatric services to include:
21. Effectiveness;
22. Efficiency;
23. Reduction in risk; and
24. Resident satisfaction.
25. Establish a quality assurance/quality improvement process to:
    1. Identify and implement corrective action; and
    2. Follow-up on compliance with corrective action plans.
26. Contractor shall report complaints of mistreatment, abuse, neglect, exploitation, or illegal, unethical or unprofessional conduct from psychiatric services staff to the DSHS Office of Consumer Services and Rights Protection (toll free telephone number 1-800-252-8154, toll free Telephone Device for the Deaf telephone number 1-800-735-2988).
27. Use of seclusion or restraint is prohibited under this Contract unless the facility adopts, implements, and enforces written policies and procedures, and training requirements in compliance with 25 TAC, Part 1, Chapter 415, Subchapter F.
28. Contractor shall report to HHSC the death of a resident receiving psychiatric services in accordance with 25 TAC, Part 1, Chapter 405, Subchapter K, in its entirety.
29. Contractor shall comply with new or amended rules, regulations and legislation that impact the delivery of psychiatric services.
30. **PERFORMANCE MEASURES**

The terms of this Statement of Work will be used to assess Contractor’s effectiveness in providing the services described in this Contract.

1. Within 15 days of execution of this Contract, submit the resident assessment tool for approval by HHSC.
2. No later than 20 days following each month, Contractor shall submit detailed supporting documentation, on a template approved by HHSC, regarding psychiatric services provided the previous month.  At minimum, the detailed information shall include:
3. Resident Name;
4. Identification of psychiatric service(s) provided;
5. Frequency of each psychiatric service(s) provided;
6. Dates psychiatric services were delivered; and
7. Staff name with credentials who provided the psychiatric services.
8. No later than 20 days following each month, Contractor shall submit:
   * + 1. Number of residents admitted to the facility the previous month;
       2. Number of residents entering psychiatric services the previous month;
       3. Facility capacity on the last day of the previous month;
       4. Psychiatric service capacity on the last day of the previous month; and
       5. Census report of residents entering psychiatric services for the previous month.
9. Contractor shall report the cost and quantity of medication prescribed to each resident in a format and on a timeframe agreed upon Contractor and System Agency.
10. **INVOICE AND PAYMENT**

METHOD: Unit Rate

Payment is based on the services to be provided in accordance with this Contract. HHSC will pay Contractor a monthly payment not to exceed $87,304.08 for services rendered, which includes $10,098.75 per month for the reimbursement of a non-provisionally licensed professional position. Total Contract amount is not to exceed $1,047,649.00 for the Contract period.

Contractor shall electronically submit all invoices with supporting documentation to the Claims Processing Unit at [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) with a copy to [mhcontracts@dshs.state.tx.us](mailto:mhcontracts@dshs.state.tx.us). Alternative submission arrangements must be approved by the assigned System Agency Contract Manager.

BILLING INSTRUCTIONS:

Contractor shall submit expenditures no later than the 30th day of the month following the completion of the deliverable(s). Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13), which can be downloaded at <http://www.dshs.texas.gov/grants/forms.shtm>. When required by the Statement of Work, supporting documentation for reimbursement of the services/deliverables shall also be submitted.

At a minimum, invoices shall include:

1. Name, address, and telephone number of Contractor;
2. HHSC Contract or Purchase Order Number;
3. Identification of service(s) provided;
4. Dates services were delivered;
5. Total invoice amount; and
6. Any additional supporting documentation, which is required by this Statement of Work or as requested by HHSC.

Contractor shall electronically submit all invoices with supporting documentation to the Claims Processing Unit at [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) with a copy to [mhcontracts@dshs.state.tx.us](mailto:mhcontracts@dshs.state.tx.us) and the HHSC Contract Manager. Alternative submission arrangements must be approved by the assigned HHSC Contract Manager.