**Contract No. HHSXXXXXXXXXXXX**

**Grantee:** ***Name of Contractor***

# **SECTION I. PURPOSE**

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

**SECTION II. GRANTEE RESPONSIBILITIES**

1. Contractor’s operation of Community-Based Crisis Programs shall provide jail diversion or alternatives to clients being admitted to a State or Community Mental Health Hospital that:
2. Allow individuals in behavioral health crisis to receive treatment in the most appropriate and available setting;
3. Minimize local law enforcement officer waiting and driving time;
4. Divert individuals in behavioral health crisis from the criminal justice system; and
5. When appropriate, reduce any unplanned use of local emergency rooms to manage behavioral health crises.
6. Program Design
7. Extended Observation

Grantee shall:

1. Ensure that subcontractor provides the services specified in this Statement of Work and those specified in any subsequent service revisions approved by HHSC;
2. Monitor the delivery of the extended observation services to ensure the services meet standards as specified in Information Item V, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>; and
3. Serve XXX individuals per fiscal year (beginning September 1st through August 31st) by contracting with local hospitals to provide extended observation services as measured through the encounter data reports as defined in Section II.C(4) of this Statement of Work.
4. Program Reporting

Grantee shall:

1. Develop and electronically submit service delivery data written reports to HHSC using Form F (Community-Based Crisis Programs Service Delivery Report), incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
2. Develop and electronically submit expenditure reports to HHSC using Form M (Community-Based Crisis Programs Expenditure Summary), incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
3. Follow the submission schedule and reporting requirements for financial information in Client Assignment and Registration System (CARE) Report III, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>; and
4. Report service delivery using procedure codes data in the current version of Mental Health Service Array (Info Mental Health Service Array Combined) which can be found in the Mental Retardation and Behavioral Health Outpatient Warehouse, in the CA General Warehouse Information folder, incorporated by reference and posted at: <https://hhsc4svpop1.hhsc.txnet.state.tx.us/DataWarehousePage/>.
5. Quality Assurance

Grantee shall:

1. Develop and implement written policies and procedures to evaluate its performance against the requirements of this Statement of Work;
2. Measure individual and other local stakeholder (e.g., local criminal justice, emergency department partners) satisfaction; and
3. Require that any subcontracted provider of CPBs for rapid crisis stabilization furnish notification to Grantee of any change in the licensure status or accreditation status of the Grantee’s subcontractor’s facility where the CPBs are provided and subcontractors provide licensure and accreditation review reports to Grantee upon its request.
4. Service Revision Amendment
5. If Grantee determines, at any time, Grantee wants to revise its program design or targets, Grantee shall submit in an email to the HHSC Contract Manager, and the Crisis Services mailbox at [CrisisServices@hhs.texas.gov](mailto:CrisisServices@hhs.texas.gov), all proposed revisions in program design, which shall include a description of:
   1. proposed revision to services;
   2. hours of operation;
   3. cost per person per day or per person bed-day rate;
   4. staffing pattern including credentials;
   5. site location with applicable license requirements;
   6. sub-contracted service provider;
   7. sub-contracted management oversight, when applicable;
   8. justification for the proposed revision; and
   9. the number of crisis facility beds.
6. HHSC may request additional service revision information including submission of Form P (Community-Based Crisis Programs), incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
7. Grantee shall include a reason for the delay in requesting a proposed revision if the revision request is submitted to HHSC during the last two quarters of the state fiscal year (beginning March 1st through August 31st).
8. HHSC will approve the revision request in writing and at its sole discretion. An amendment to this Contract will then be processed to support the revision request.

**SECTION III. PERFORMANCE MEASURES**

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

1. The following reports and documents shall be submitted as specified below.
2. Service Delivery Reports:
3. Grantee shall submit the Form F, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, in accordance with Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
4. Grantee shall submit a separate Form F, in accordance with Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, for each project type listed in Section II.B.
5. Grantee shall submit a separate Form F for CPBs during quarters in which beds are purchased in accordance with Section V.G, Funding, of this Statement of Work.
6. Budget and Expenditure Reports
7. Grantee shall complete an operational budget using Form P (Community-Based Crisis Programs Budget) for each program type listed in Section II.B, and submit it in accordance with Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. HHSC will review each budget and may request additional budget information, including resubmission of Form P.
8. Grantee shall submit Form M, in accordance with Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, for each project type listed in Section II.B.
9. Grantee shall submit a separate Form M, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, for CPBs during quarters in which Grantee purchases CPBs in accordance with Section V.G Funding, of this Statement of Work.
10. The Form M, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts> report shall include expenditure data on:
    * + 1. Personnel / Fringe Benefits;
        2. Travel;
        3. Supplies;
        4. Contractual;
        5. Equipment;
        6. Total Direct Expenditure;
        7. Indirect Expenditure;
        8. Total Expenditure;
        9. Local Match; and
        10. Other.
11. Policies and Procedures

In accordance with Information Item V, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, Grantee shall submit to HHSC written policies and procedures for each program required within this Statement of Work,. The submission date shall be the same date as the budget submission date in accordance with Information Item S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. HHSC will review policy and procedure submissions for each program. HHSC may request additional information, including resubmission of policies and procedures.

**SECTION IV. BUDGET**

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

**SECTION V. FUNDING**

1. Match Payments:

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

1. If Grantee’s total allowable expenditures for the term of this Contract are less than the total amount disbursed by HHSC in Grantee’s four quarterly allocations, Grantee shall be subject to recoupment of the difference between the total amount of state fiscal year (beginning September 1st through August 31st) allocations disbursed by HHSC and Grantee’s total state fiscal year expenditures.
2. If by the end of the second quarter of the state fiscal year (beginning September 1st through August 31st), Grantee has not expended at least 70% of Quarter 1 and Quarter 2 combined allocations, HHSC may recoup the difference between the 70% benchmark and the Grantee’s expenditures for Quarter 1 and Quarter 2.
3. If by the end of the second quarter of each state fiscal year (February 28th, or February 29th on leap years), Grantee has not served at least 70% of Quarter 1 and Quarter 2 combined service targets (half of yearly target), HHSC may recoup the difference between the 70% benchmark and the Grantee’s actual individuals served in Quarter 1 and Quarter 2 at the cost per person rate, based on HHSC’s state fiscal year (beginning September 1st through August 31st) allocation.
4. After notifying HHSC’s Contract Manager of the transfer, Grantee may, without HHSC prior approval, transfer money between budget categories of within this Statement of Work subject to the following terms:

1. No program budget category transfer or cumulative transfers may exceed 25% of the total value of this Statement of Work or $100,000, whichever is less;

2. Grantee shall request prior written approval from HHSC if the budget transfer(s) exceed(s) $100,000, alone or cumulatively;

3. A formal contract amendment is required if the budget category transfer(s) or cumulative transfers exceed(s) 25% of the value of this Statement of Work; or

4. Grantee shall receive HHSC prior approval for budget transfers amongst more than one program.

1. Based on expenditures, match requirements and service utilization, funds may be de-obligated on a one time or permanent basis to ensure available funds are maximized.
2. Potential lapsed funds may be used by Grantee for the purchase of CPBs.
3. CARE Budget Instructions:

Funding associated with this Statement of Work shall be entered into the CARE Report III, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts> on line 761, Crisis Services – Community-Based Crisis Programs, and distributed among the Sub-Strategies [B(2-3](mailto:B.@.E)) – Crisis, Transitional, and Intensive Ongoing Services.

**SECTION VI. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE**

Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies or sanctions outlined under Contract Attachment C, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).