# Contract No. XXXXXXXXX

**Grantee:**

Hospital services staffed with medical and nursing professionals who provide 24-hour professional monitoring, supervision and assistance in an environment designed to provide safety and security during acute behavioral health crisis. Staff provides intensive interventions designed to relieve acute symptomatology and restore the patient's ability to function in a less restrictive setting.

# SECTION I. GRANTEE RESPONSIBILITIES

1. GENERAL:
   1. Grantee shall expend funds allocated under this Statement of Work on the provision of inpatient mental health services located at a licensed psychiatric hospital (the “Hospital”).
   2. Grantee shall require the Hospital to provide Grantee, with evidence that it maintains throughout the term of this Statement of Work, a license as a private psychiatric hospital in accordance with Chapter 577 of the Texas Health and Safety Code and with 26 TAC Chapter 510 *et seq.* (Private Psychiatric Hospitals and Crisis Stabilization Units), or a General or Special Hospital in accordance with Chapter 241 of the Texas Health and Safety Code and with 25 TAC Chapter 133 *et seq.* (Hospital Licensing).
   3. Grantee shall require the Hospital to provide Grantee with evidence that it maintains its accreditation with The Joint Commission (TJC), or other accrediting body granted deeming authority by the Centers for Medicare and Medicaid Services (CMS), as a hospital throughout the term of this Statement of Work.
   4. Grantee shall designate a point of contact who shall be responsible for all communication, correspondence, and reporting to the Health and Human Services Commission (HHSC) and who must accompany HHSC personnel on all site visits scheduled with the Hospital during the term of this Statement of Work.
   5. Grantee shall require the Hospital to notify Grantee no later than 90 calendar days prior to discontinuing the provision of inpatient mental health services at the Hospital.
   6. If Grantee determines that the safety and well-being of patients served by the Hospital is in jeopardy, Grantee shall make arrangements to transfer the patients to another hospital that meets the requirements outlined in Section I.A(2- 3). of this Statement of Work and shall notify HHSC immediately.
   7. Funds allocated and paid under this Statement of Work, together with any available third- party insurance, indigent care programs, or other local medical care programs, must cover the costs for all medical care and treatment including the cost of psychiatric and physician services and all non-prescription and prescription medications (including discharge medications) incurred by or on behalf of patients, who qualify under Section II.B below, admitted to the Hospital. This includes all on-site medical care and treatment, as well as all outside medical care and treatment, emergency room and hospitalization costs, as well as

any and all charges by specialists, consultants, and laboratories, incurred by or on behalf of patients admitted. No additional HHSC funds will be made available for this purpose.

* 1. Grantee shall not use funds allocated under this Statement of Work to pay the cost of services provided to patients admitted to the Hospital who do not meet the requirements specified in Section I.B of this Statement of Work.
  2. During the term of this Statement of Work, HHSC will evaluate demand and utilization based upon occupancy within the county(ies) served. If HHSC determines that demand and utilization within the county(ies) served does not align with the total amount allocated to Grantee under this Statement of Work, HHSC will provide Grantee a 90 days’ notice on its decision to reduce or increase funding to address statewide need.

1. CAPACITY AND PATIENTS SERVED
   1. Grantee shall use funding to purchase psychiatric inpatient services, as needed. Grantee is funded to purchase XXX bed days (equivalent to XXX beds per day) at a rate not to exceed

$XXX per day. The figures included in the preceding sentence are based on rounded numbers.

* 1. The primary local service area for patients served under this Statement of Work is: XXXX
  2. Grantee shall work with HHSC on the capacity management program for State Mental Health Facilities (SMHF). As part of the capacity management program, HHSC may request access to beds purchased under this Statement of Work to assist with SMHF diversion activities. If capacity is available within the Hospital, then HHSC may attempt to divert admissions from SMHFs to the Hospital. Individuals diverted may be from outside of Grantee’s primary local service area. Grantee shall evaluate these individuals for admission and serve them with funds allocated as part of this Statement of Work.
  3. Grantee shall also provide to HHSC a point(s) of contact who will be responsible for communication, correspondence, and reporting to HHSC during and after business hours about the activities described in this Statement of Work. Grantee shall respond to capacity management contacts initiated by HHSC within one hour.
  4. Grantee shall require the Hospital to serve patients who present either voluntarily or through the civil commitment process.
  5. Grantee shall serve as the gatekeeper for patients served under this Statement of Work and shall establish a process for approving patient admissions to, and continued stay at, the Hospital. This process must incorporate provisions that allow the Hospital to conduct medical screening evaluations, make medical condition determinations, and admit individuals who either present voluntarily or through the civil commitment process.
  6. A patient is not eligible for admission to the Hospital if the patient is determined to be incompetent to stand trial and committed to a mental health facility for competency restoration services pursuant to Texas Code of Criminal Procedure, Article 46B.073(d),

Article 46B.080, or Article 46B.102, or if pending charges make the patient eligible for maximum security admission pursuant to Texas Code of Criminal Procedure, Article 46B.073(c) or Article 46B.104.

1. COMPLIANCE WITH APPLICABLE LAW:

Grantee shall require the Hospital to comply with all applicable state and federal laws and regulations related to:

* 1. The provision of inpatient mental health services, including, but not limited to:
     1. Emergency Medical Treatment and Labor Act, 42 U.S.C.A. § 1395dd;
     2. Texas Health and Safety Code Chapters 241, 571, 575, 576, and 577; and
     3. Title 25 Texas Administrative Code:
        1. Chapter 133 (Hospital Licensing)
        2. Chapter 404, Subchapter E (Rights of Persons Receiving Mental Health Services);
        3. Chapter 405, Subchapter E (Electroconvulsive Therapy);
        4. Chapter 414, Subchapter I (Consent to Treatment with Psychoactive Medication – Mental Health Services); and
        5. Chapter 415, Subchapter F (Interventions in Mental Health Programs).
     4. Title 26 Texas Administrative Code:
        1. Chapter 510 (Private Psychiatric Hospitals and Crisis Stabilization Units); and
        2. Chapter 568 (Standards of Care and Treatment in Psychiatric Hospitals).
  2. Medications and medication-related services provided to patients served under this Statement of Work as specified in 26 TAC Chapter 306, Subchapter G (Use and Maintenance of Health and Human Services Commission Psychiatric Drug Formulary)
  3. In addition to the reporting requirements outlined in 26 TAC Chapter 510 ( Private Psychiatric Hospitals and Crisis Stabilization Units), Grantee shall report the investigation disposition of all reports of death, abuse, neglect, exploitation, or illegal, unethical or unprofessional conduct using Exhibit B (Report of Outcome of Investigation of Death, Abuse, Neglect, Exploitation, or Illegal, Unethical or Unprofessional Conduct Form), 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.](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts)

1. OVERSIGHT REQUIREMENTS:

Grantee shall:

* 1. Develop written oversight policies and procedures, by which Grantee and the Hospital will manage the admission, service delivery, continuity of care and discharge requirements outlined in Section I.F of this Statement of Work, coordinate with other local mental health authorities (LMHAs) affected by this Statement of Work, and report to HHSC’s Contract Manager in accordance with the terms and conditions in Section I.E below; and
  2. Develop and enter into written agreements with other LMHAs affected by this Statement of Work, if applicable, that specify the processes by which patients are to be admitted, served

and discharged, and how services are reported in accordance with the terms and conditions of this Statement of Work.

1. DATA COLLECTION AND REPORTING
   1. Grantee shall develop and use a local reporting unit that will provide an assigned location for all clients served within the Hospital. This information shall also be entered into Client Assignment and Registration (CARE)when reporting on beds utilized at the Hospital.
   2. Grantee shall budget and report expenditure data on 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,](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts) within the Community Hospital strategy

C.2.1.1 using line 764 - Project Private Beds.

* 1. Grantee shall ensure that patient registration, diagnostics, admission and discharge data is reported by using the CARE screens and action codes listed below:
     1. Screen: Campus-Based Assignments (Add/Change/Delete), Action Code: 305;
     2. Screen: Campus-Based Discharge/Community Placement (Add/Change/Delete), Action Code: 310;
     3. Screen: Joint Community Support Plan (Add/Change/Delete), Action Code: 312;
     4. Screen: Register Client, Action Code: 325;
     5. Screen: Diagnostics (Add/Change/Delete), Action Code: 330;
     6. Screen: Voluntary Admission and Commitment (Add/Change/Delete), Action Code 332;
     7. Screen: Campus-Based Residential Ward/Dorm (Add/Change/Delete), Action Code 615; and
     8. Screen: MH Bed Allocation Exception (Add/Change/Delete), Action Code 345.

For details related to the use of these screens and action codes, Grantee can refer to the CARE Reference Manual which can be found under the CARE (WebCARE) section on the portal at: [https://hhsportal.hhs.state.tx.us/helpGuide/Content/16\_CARE/CAREWebCARE%20Refere](https://hhsportal.hhs.state.tx.us/helpGuide/Content/16_CARE/CAREWebCARE%20Reference%20Manual.htm) [nce%20Manual.htm](https://hhsportal.hhs.state.tx.us/helpGuide/Content/16_CARE/CAREWebCARE%20Reference%20Manual.htm)

1. ADMISSION, CONTINUITY OF CARE, AND DISCHARGE REQUIREMENTS
   1. Grantee shall ensure that the Hospital provides a full array of services that comply with the following principles for treatment:
      1. Follow the steps as outlined in Exhibit E (Psychiatric Emergency Flow Chart), 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.](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts)
      2. Apply the Appropriate-Use and Medical Clearance criteria outlined below:
         1. Individuals under consideration for referral to the Hospital must meet the criteria in the Texas Health and Safety Code Chapters 571-576, as applicable to voluntary admission or the civil commitment process;
         2. Acute and Chronic Medical Condition Criteria: The presence of any of the following represent acute or chronic medical conditions that the Hospital does not have the capability to treat and so, in accordance with the Emergency Medical Treatment & Labor Act (EMTALA) and state law, the Hospital will provide evaluation and treatment within its capability to stabilize the person and will arrange for the person to be transferred to a hospital that has the capability to treat the condition:
            1. Medical Emergency Indicators, including:

Overdose;

Chest pain;

Fluctuating consciousness;

Stab wound, bleeding, or serious injury;

Seizure activity;

Complications from Diabetes;

Injured in assault or flight;

Victim of a sexual assault; or

Resident of a nursing home or assisted living facility.

* + - * 1. Acute Medical Conditions, including:

Acute overdose resulting in any vital sign instability in the prior 24 hours;

Acute drug intoxication (blood alcohol level over 0.1);

Unconscious or fluctuating consciousness;

Delirium, including substance induced syndromes;

Uncontrolled seizure activity;

Recent trauma that has not received medical evaluation, including fractures, lacerations, burns, head trauma, and bleeding;

Recent assault or fight that has not received medical evaluation;

Recent sexual assault that has not received medical evaluation;

Blood pressure greater than 160/110;

Pulse less than 50, or any symptomatic bradycardia, in the prior 24 hours;

Pulse greater than 120 in the prior 24 hours;

Temperature above 101o F;

White blood count (WBC) greater than 15,000;

Hemoglobin (HGB) less than 10;

Hematocrit (HCT) less than 30;

Any abnormal electrolytes;

Creatinine4 phosphokinase (CPK) greater than 1500; or, CPK greater than 1000 with elevated temperature and muscular rigidity;

Serum glucose below 70 or over 400 during the prior 48 hours;

Acute O2 saturation below 90%;

Chest pain;

Shortness of breath;

Unstable arrhythmia;

Pulmonary edema;

Acute congestive heart failure;

Acute respiratory distress syndrome;

Acute asthma;

Acute cardiovascular accident;

Acute CNS trauma;

Gastrointestinal (GI) bleeding during the prior 48 hours;

Requires indwelling tubing (for example, a nasogastric tube);

Post-op instability, demonstrated as any instability in vital signs or laboratory values in the prior 48 hours; or

Open wounds and/or wounds requiring sterile equipment to manage.

* + - * 1. Chronic Medical Conditions, including individuals who:

Require specialized cancer care, including radiation or chemotherapy;

Required medical care from a nursing home prior to admission;

Require care for decubiti – Stage 3-4;

Require blood or blood product transfusions;

Require continuous oxygen, oximetry, or support equipment (CPCPs, BiPAPs, O2 concentrators);

Are being treated for active tuberculosis (TB);

Require isolation for the purpose of infection control;

Require on-going intravenous (IV) therapy;

Have a subclavian line, arterial line, or require hyperalimentation or total parenteral nutrition (TPN);

Require suctioning;

Require peritoneal or hemodialysis treatments;

Require complex care or sterile equipment for managing the care of wounds

Require tracheotomy care and have a chronic condition that causes non- ambulation to an extent to preclude the engagement in treatment programming;

Are considered a high-risk pregnancy;

Have a multiparous pregnancy; or

Are pregnant and at 38-weeks’ gestation or later.

* + 1. Effective, responsive, individualized, and least restrictive treatment
    2. Treatment and care through the development and implementation of a Comprehensive Treatment Plan and corresponding intervention(s) including but not limited to:
       1. A reasonable and appropriate discharge plan that is jointly developed by the Grantee and the Hospital; and
       2. Communication that will facilitate the exchange of information needed to accomplish common Utilization Management activities.
    3. Promotion of recovery, independence, and self-sufficiency;
    4. Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;
    5. Comprehensive client/patient rights consistent with regulatory and TJC requirements;
    6. Interdisciplinary, goal-directed and evidence-based treatment;
    7. Behavior management program;
    8. Culturally competent treatment; and
    9. Telemedicine provided in accordance with applicable rules and regulations.
  1. Grantee shall ensure that the Hospital demonstrates efforts to reduce restraint and seclusion by adopting and implementing the following restraint/seclusion reduction tools:
     1. Using assessment tools to identify risk factors for violence and seclusion and restraint history;
     2. Using a trauma assessment;
     3. Using tools to identify persons with risk factors for death and injury;
     4. Using de-escalating or safety surveys; and
     5. Making environmental changes to include comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.
  2. Grantee shall ensure that the Hospital complies with the following standards regarding Admission, Continuity of Care and Discharge:
     1. The Hospital must not allow admissions without Grantee approval;
     2. When the Hospital admits a patient, a physician must issue and sign a written order admitting the patient;
     3. The Hospital must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted;
     4. When the Hospital admits a patient, the Hospital must promptly notify Grantee of the admission and the admission status;
     5. Upon admission of a patient to the Hospital, the Hospital and Grantee must begin discharge planning for the patient;
     6. Discharge planning must involve the Hospital treatment team, Grantee liaison staff or other Grantee designated staff, the designated Local Intellectual and Developmental Disability Authority (LIDDA) liaison staff, if appropriate, the patient, the patient's legally authorized representative (LAR), if any, and any other individual authorized by the patient;
     7. Discharge planning must include, at a minimum, the following activities:
        1. A determination of the following:
           1. The amount of medication that will be provided upon discharge or transfer, and the amount of medication the patient will need after discharge or transfer until the patient is evaluated by a physician; and
           2. The name of the individual or entity responsible for providing and paying for the medication needed after discharge or transfer until the patient is evaluated by a physician; and
        2. Development of a transportation plan.

# SECTION II. PERFORMANCE MEASURES:

The terms and conditions of this Statement of Work and the following performance measures will be used to assess Grantee’s effectiveness in providing the services described in this Statement of Work:

1. Grantee shall submit to HHSC the name of the designated point(s) of contact who will be responsible for communication, correspondence, and reporting to HHSC during and after business hours no later than 15 days after this Contract is executed.
2. Grantee shall complete and submit CARE Report III in accordance with Information Item D and submission timelines as outlined in Information Item S, all of which are 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.](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts)
3. Grantee shall report on the daily utilization of beds using a Grantee-developed and HHSC- approved format, or by submitting Exhibit F (Daily Utilization 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,](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts) each business day by 10:00AM via email to [Performance.Contracts@HHSC.state.tx.us](mailto:Performance.Contracts@HHSC.state.tx.us) with a copy to the HHSC Private Psychiatric Hospital subject matter expert.

Grantee shall send all reports, documentation, and other information required of Grantee by this Statement of Work to [Performance.Contracts@hhsc.state.tx.us](mailto:Performance.Contracts@hhsc.state.tx.us), as well as to the assigned HHSC Contract Manager.

# SECTION III. PAYMENT METHOD:

Quarterly Allocations

# SECTION IV. BUDGET

The amount expended by Grantee for administration of the provision of services under this Statement of Work must not exceed 10% of the total-not-to-exceed amount of this Statement of Work as specified in Article VI of the Contract Signature Document.

# SECTION V. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE

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