**EXHIBIT M, INPATIENT COMPETENCY STATEMENT OF WORK**

1. **Program Background**

The 88th Texas Legislature passed Senate Bill (S.B.) 1677 in 2023 which established the Rural Mental Health Initiative Grant Program (RIGP). This program is governed by Texas Government Code, Section 531.09936 and is aimed at establishing or expanding regional behavioral health centers or jail diversion centers in rural areas across Texas. This can include providing additional forensic hospital beds and competency restoration services, and for the purposes of this contract is referred to as inpatient competency restoration services. Any project under the RIGP must serve at least one county in Texas with a population of less than 250,000 people. Grantee shall provide inpatient competency restoration services in an inpatient psychiatric hospital setting, for up to XX (negotiable) patients who are 18 years of age or older and initially committed to a Health and Human Services Commission (HHSC)-operated mental health facility under Article 46B.073 of the Texas Code of Criminal Procedure and who HHSC determines may be served in a non-maximum security unit facility. The individuals served will come from rural counties across Texas. HHSC reserves the right to negotiate the geographic boundaries of a designated service delivery area(s).

1. **Grantee Responsibilities**
2. Grantee must meet and ensure compliance with all Hospital duties, obligations, and requirements as set forth within this Contract. Grantee shall:
   * 1. Expend funds allocated under this Statement of Work on the provision of forensic psychiatric inpatient services located at a licensed psychiatric hospital (the “Hospital”).
     2. 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. 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. 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. Grantee shall respond to capacity management contacts initiated by HHSC within four hours.
     5. 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 II.A(2- 3) of this Statement of Work and shall notify HHSC immediately.
     7. 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 this Statement of Work.
     8. 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.
     9. Ensure all services are:
     10. Accessible, appropriate, person and family centered.
     11. Delivered using a trauma-informed approach;
     12. Implemented with 100% model fidelity to an evidence-based program or based upon best available research (if applicable);
     13. Planned in partnership with individuals receiving services and inclusive of peers and family members;
     14. Provided in an environment that is most appropriate and/or based on an individual’s preference;
     15. Provided in a culturally and linguistically sensitive manner;
     16. Tailored to an individual’s unique strengths and needs; and
     17. Delivered within a continuum of care using a holistic method that integrates mental health services with other services including substance use disorder, intellectual and/or developmental disability, and physical health services.
     18. Grantee must obtain and report matching funds which shall include cash or in-kind contributions. from a person or organization but shall not include money from state or federal funds. Non-state or federal sourced funding may include gifts, grants, or donations from any person or organization. The amount of match required is dependent on the population of the rural counties being served as follows:
3. Equal to fifty percent (50%) of the grant amount if the RIGP is located in a county with a population of less than 250,000 but more than 100,000.
4. Equal to twenty-five percent (25%) of grant amount if the RIGP is located in a county with a population of at least 100,000 or less.
5. RIGP projects providing or coordinating services in multiple counties must match the percentage required based on the county with the largest population in the proposed project service area.
   * 1. Should a Grantee subcontract any of the services under their Program, Grantee expressly understands and acknowledges that in entering into such subcontract(s), HHSC is in no manner liable to any subcontractor(s). Furthermore, in no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.
6. **Inpatient Competency Restoration Services**
   1. For purposes of this Attachment and as defined in CCP, Article 46B.001(3), “competency restoration” means the treatment or education process for restoring a person’s ability to consult with the person's attorney with a reasonable degree of rational understanding, including a rational and factual understanding of the court proceedings and charges against the person. As required by CCP Art. 46B.077, Grantee must comply with the following requirements for competency restoration services at inpatient mental health facilities:
      1. Develop an individual treatment plan for individuals committed to the facility for competency restoration;
      2. Assess whether competency is attainable in the foreseeable future; and
      3. Report to the court and the local mental health authority/local behavioral health authority as required under CCP Articles 46B.077, 46B.079, and 46B.083.
   2. Grantee shall provide competency restoration education services that include:
      1. definitions of important persons in the courtroom and important legal terms;
      2. instructions on how to behave in the courtroom and effectively work with counsel;
      3. information about court-ordered medications and rights as a forensic patient; and
      4. an explanation of criminal charge, the adversarial nature of criminal proceedings, and potential consequences.
   3. Grantee, in developing and implementing the Inpatient Competency Restoration Program (ICRP), must:
      1. Upon execution of this Contract, Grantee shall establish a date to begin accepting eligible forensic patients as set forth in Section 1 and implement an ICRP for those individuals.
      2. Maintain operations of the minimum number forensic beds funded under this Contract and in agreement with HHSC;
      3. In collaboration with the State Hospital System Admissions Management Team as guided by the Forensic Admission Referral and Coordination Process, accept all referrals that meet the **Appropriate Use Criteria** (see **Form V – located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)**)** from the State Hospital System Forensic Clearinghouse List, including a patient who does not require admission to a maximum-security hospital and can be served in a hospital designated by HHSC pursuant to Texas CCP, Article 46B.073(c) or 46B.l04. Furthermore, Grantee will be specifically designated by HHSC to accept admission of patients pursuant to Texas CCP, Article 46B.0021;
      4. Provide clinically appropriate and effective competency restoration services and treatment in accordance with professional practices and conditional release/discharge planning for those patients adjudicated incompetent to stand trial pursuant to Chapter 46B;
      5. Regularly assess and reassess patients for restoration of competency as guided by the Texas Code of Criminal Procedure, Chapter 46B and competency restoration best practices;
      6. Provide timely reports to the courts and to each patient’s assigned local mental health authority (LMHA) regarding the patient's progress toward achieving competency to stand trial, including recommendations for extended mental health treatment, pursuant to Texas CCP, Article 46B.1055, 46B.108, 46B.109, as applicable;
      7. Make reasonable efforts with the designated LMHA/Local Behavioral Health Authority (LBHA) or Local Intellectual and Developmental Disability Authority (LIDDA) to provide discharge planning for persons who are discharged unexpectedly, which shall include discharge due to:
7. a patient's unauthorized departure;
8. criminal charges being dropped, or court otherwise releasing the patient;
9. the death of the patient; or
10. the execution of an arrest warrant for the patient;
    * 1. Provide continuity of care to individuals entering and completing the program as outlined in Texas Administrative Code (TAC) Title 26, Part 1, Chapter 306, Subchapter D;
      2. Collaborate with committing courts and other appropriate entities within the judicial or mental health systems as permitted by law or requested by the court; and
      3. Use best practices and reasonable efforts to provide the forensic inpatient psychiatric hospital services with the goal of maintaining an average daily census that is 95% of the designated forensic bed capacity. Average daily census is computed by dividing the total number of bed days used during the month by the number of calendar days in the month.
    1. If the Hospital suspects a patient has an intellectual and developmental disability, then the Hospital shall notify the LIDDA and HHSC at [crisisservices@hhs.texas.gov](mailto:crisisservices@hhs.texas.gov).
    2. Maintain an average length of stay between 60-120 days;
    3. Maintain restoration rate of 74% or higher; and
    4. If the patient’s initial commitment under CCP Article 46B.073, inclusive of the statutorily allowed 60-day extension under CCP Article 46B.080, is approaching expiration and the patient meets civil commitment criteria, the Hospital must complete the necessary Certificates of Medical Examination, for the patient. If a CCP Article 46B.102 commitment order or a Health and Safety Code Chapter 574 civil commitment order for inpatient mental health services is issued, the Hospital must continue serving that patient with no disruption in care until the patient can be transferred to a Texas State Hospital for longer-term treatment in accordance with the process outlined in the **Notification and Transfer of Forensic Patients Requiring Extended Mental Health Treatment** (see **Form Q -** **located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)).
    5. If the individual's initial commitment is approaching expiration and the Hospital determines, through clinical assessment and observation that the individual is not likely to be restored to competency, the Hospital shall contact the forensic admissions and crisis services mailbox ([forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us) and [crisisservices@hhs.texas.gov](mailto:crisisservices@hhs.texas.gov)) , unless instructed otherwise in this Contract or in writing by an authorized HHSC representative, to arrange the next course of treatment for the individual, prior to discharging the individual back to court, including but not limited to a formal competency evaluation report stating the opinion of non-restorability.
    6. Collaborate with committing courts and other appropriate entities within the judicial or mental health systems as permitted by law or requested by the court pursuant to HIPAA regulations at 45 CFR Part 164 and substance use records regulations at 42 CFR Part 2, and Health and Safety Code Chapter 611 and Section 614.017.
11. **Admission, Continuity of Care and Discharge Requirements**
    1. Grantee must ensure that patients are provided with a full array of services that comply with the following principles for treatment, including treatment that:
       1. Is effective, responsive, individualized, goal-directed, culturally competent, and least restrictive, and evidence-based treatment;
       2. Is provided through the development and implementation of a Comprehensive Treatment Plan by an interdisciplinary team and corresponding intervention(s) that:

Includes a reasonable and appropriate discharge plan that is developed by Hospital and an LMHA/LBHA or LIDDA, courts, and/or the patient’s legal authorized representatives; and

Requires communication that will facilitate the exchange of information between Hospital and the LMHA/LBHA or LIDDA, court, or other parties needed to accomplish common admission, transfer, and discharge activities;

Promotes recovery, independence, and self-sufficiency;

Upholds HIPAA privacy rules at 45 CFR Part 164 and substance use records regulations at 45 CFR Part 2;

Protects comprehensive patient rights consistent with state and federal regulations, and requirements of The Joint Commission;

Incorporates a behavior management program as appropriate; and

Provides telehealth and telemedicine as needed and in accordance with Section 6 of this Attachment to the Contract.

Collaborate with committing courts and other appropriate entities within the judicial or mental health systems as permitted by law or requested by the court pursuant to HIPAA regulations at 45 CFR Part 164 and substance use records regulations at 42 CFR Part 2, and Health and Safety Code Chapter 611 and Section 614.017;

* 1. Grantee must demonstrate efforts to reduce restraint and seclusion as required by 25 TAC, Chapter 415, Subchapter F 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 clinical 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 must comply with the following standards regarding admission, continuity of care, and discharge:
     1. Grantee shall meet all of the statutory requirements of Chapter 46B of the Texas Code of Criminal Procedure (TCCP);
     2. Grantee shall comply with 26 TAC Chapter 306, Subchapter D (admission, continuity, and discharge)
     3. Patients to be served shall be adult males and females who are adjudicated incompetent to stand trial pursuant to TCCP, Article 46B;
     4. A patient is not eligible for admission if HHSC has determined that their present pending charge(s) warrant maximum security admission pursuant to TCCP, Article 46B.073(c);
  3. For admissions ordered under Texas CCP, Article 46B.073, Contractor must coordinate with the State Hospital System Admissions Management Team for receiving information about persons on the state hospital waiting list and coordination for admission as outlined in the **Forensic Admission Referral and Coordination** instructions (see **Form P - located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)). When Contractor admits a patient, a licensed physician must issue and sign a written order admitting the patient. Grantee must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted. The intake process shall include:

Obtaining relevant information about the patient, including information about finances, third-party coverage or insurance benefits, and advance directives; and

Explaining, orally and in writing, the patient's rights described in TAC Title 25, Part 1, Chapter 404, Subchapter E (Rights of Persons Receiving Mental Health Services), including:

1. The Hospital’s services and treatment as they relate to the patient; and

The existence, purpose, telephone number, and address of the protection and advocacy system established in Texas, which is Disability Rights, Texas, as required by Texas Health and Safety Code §576.008.

* 1. When the Hospital admits a patient, the Hospital must promptly, but no later than 24 hours after admission, notify the designated LMHA, LBHA, or LIDDA of the admission and the patient’s admission status.
     1. Grantee must ensure entry of Client Data , including discharges, for forensic patients served within the Hospital, and must use **Form RIB- Rural Inpatient Beds Report, located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)**,** to provide an assigned location for all clients served at the Hospital. This information shall also be entered into **Form RCR** – **Rural Inpatient Competency Restoration (RCR) Reporting, located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)**,** when reporting on beds utilized at the Hospital. Upon admission of a patient to the Hospital, the Hospital must begin discharge planning for the patient.
     2. Discharge planning must involve the patient, Hospital treatment team, LMHA/LBHA, or LIDDA as appropriate. Patients committed for competency restoration also must involve court personnel, the patient’s attorney, and any other service providers, parties or agencies as appropriate. Involvement in discharge planning may be held via teleconference or videoconference. The Hospital is responsible for notifying individuals involved in discharge planning of scheduled treatment team meetings and case reviews;
     3. Discharge planning must include, at a minimum, the following activities:

Identifying and recommending clinical services and supports needed by the patient after discharge or transfer;

Counseling the patient and the patient's legally authorized representative (LAR), if applicable, to prepare them for care after discharge or transfer; and

Preparing a continuing care plan by the patient's treating physician, unless the physician believes the patient does not require continuing care, that includes:

A description of recommended services and supports the patient may receive after discharge or transfer;

A description of problems identified at discharge or transfer, which may include any issues that disrupt the patient’s stability;

The patient's goals, interventions, and objectives as stated in the patient's treatment plan during hospitalization;

Comments or additional information;

A final diagnosis based on the current edition of the Diagnostic Statistical Manual of Mental Disorders (“DSM”) published by the American Psychiatric Association;

The provider(s) to whom the patient will be referred for any services or supports after discharge or transfer;

Development of a transportation plan in conjunction with the committing county or LMHA/LBHA or LIDDA as needed; and

Provision of seven (7) days of medications provided upon discharge or transfer and a prescription for 14 days for each medication the patient will need after discharge or transfer.

Make reasonable efforts to coordinate with the designated LMHA, LBHA, or LIDDA to provide discharge planning for persons who have an unexpected departure, which shall include discharge due to:

A patient's unauthorized departure;

Criminal charges being dropped, or court otherwise releasing the patient; or

The execution of an arrest warrant for the patient;

1. **Disaster Services**
   1. Grantee must develop a disaster services plan for when the Hospital is unable to fully operate or cannot operate the forensic inpatient psychiatric health services at all due to storm damage or other disaster and must report the quarterly expenditures to HHSC for each applicable service provided under the disaster services plan. During periods of disasters beyond the Grantee’s control, Grantee may utilize funding allocated by HHSC, with prior HHSC approval, to the Hospital to purchase the following:
      1. Crisis respite beds;
      2. Adult psychiatric inpatient beds;
      3. Psychiatric assessment and coordination; and
      4. Mental health transport
   2. If the ICRP is not fully operational due to storm damage or other disaster, Grantee, with HHSC approval, may utilize funding allocated by HHSC to the Hospital during the time the facility is not fully operational to purchase alternate facility inpatient beds meeting standards for this committed population.
2. **Telehealth and Telemedicine Medical Services**
   1. Grantee may use telehealth services (defined as “a health service, other than a telemedicine medical service or a teledentistry service, delivered by a health professional licensed, certified, or otherwise entitled to practice in this state and acting within the scope of the health professional’s license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology”) and telemedicine medical services (defined as “a health care service delivered by a physician licensed in this state, or a health professional acting under the delegation and supervision of a physician licensed in this state, and acting within the scope of the physician’s or health professional’s license to a patient at a different physical location than the physician or health professional using telecommunications or information technology”) pursuant to Chapter 111 of the Texas Occupations Code and other applicable State and federal laws regarding payment sources, including Chapter 531 of the Texas Government Code regarding Medicaid reimbursement.
   2. Grantee must comply in providing telehealth and telemedicine services with all of the following:
      1. Patients, or LAR of the patients, must give written consent that they agree to receive services via telehealth and telemedicine;
      2. Telehealth and telemedicine services must comply with all Texas Medicaid requirements for the provision of telemedicine and telehealth services, as well as the licensure/practice requirements for each physician or health professional; and
      3. Technology used to provide telehealth services must be compliant with HIPAA and the Family Educational Rights and Privacy Act of 1974 (“FERPA”), as may be applicable to the patient; and
      4. 22 TAC Subchapter B, §174.9 (relating to Mental Health Services), which allows provision of mental health services, a health care service delivered by a physician licensed in this stated or a health professional acting under the delegation and supervision of a physician licensed in this state, and acting within the scope of the physician’s or health professional’s license to an individual at a different physical location than the physician or health professional using telecommunications or information technology, including:

a. compressed digital interactive video, audio, or data transmission;

b. clinical data transmission using computer imaging by way of still-image capture and store and forward; and

c. other technology that facilitates access to health care services or medical

specialty expertise.

1. **Personnel Standards and Requirements**
   1. Grantee must ensure that the forensic beds/inpatient competency restoration services are served by qualified Hospital personnel, including but not limited to, physicians and health professionals, in accordance with all requirements of The Joint Commission, Texas statutory requirements, Texas administrative rule requirements, and established industry standards for inpatient mental health facilities.
   2. Grantee is solely responsible for hiring, directing, supervising, terminating, and compensating Hospital personnel, representatives, agents, subgrantees, and third-party service providers performing services under this Contract. Grantee shall have no claim against HHSC for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
   3. Grantee must conduct criminal background checks on all Hospital personnel, including but not limited to, full-time staff, part-time staff, professors, medical fellowships, medical residents, medical students, interns, or volunteers, or any other staff whose primary duty station is at the Hospital. All background checks/clearances must be conducted in accordance with applicable State and federal laws. If the results of any criminal background check show an individual has been convicted of or received deferred adjudication for any of the criminal offenses listed in Texas Health and Safety Code §250.006 or other applicable laws, that individual will be barred from the Hospital premises, and from participating in any activities or services related to this Contract.
   4. Grantee must provide written notification to HHSC of changes in executive leadership to include, but not limited to President, Hospital’s executive leadership team, or other distinct Hospital positions of significance to this Contract within 30 days after the change.
2. **Program Requirements to Maintain**
   1. Grantee must ensure detailed financial records are kept throughout the life of the Contract that account for all expenditures of funding allocated by HHSC, including but not limited to, all detailed expenditures for the support, maintenance and treatment of the forensic inpatient psychiatric services.
   2. Grantee shall ensure that funding allocated by HHSC for inpatient competency services, after any available third-party insurance, indigent care programs, or other local medical care programs, must cover the costs for all inpatient medical care and treatment at Hospital, 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 in a forensic inpatient bed/competency restoration bed. This includes all on-site Hospital medical care and treatment and any costs related to the initial evaluation and diagnosis of patient conditions that are incurred by or on behalf of patients as part of their inpatient stay at the Hospital. Grantee acknowledges the HHSC stipulation that no additional HHSC funds will be made available for the operations of the inpatient psychiatric forensic health services beyond the funding amount agreed to for the funding period between HHSC and Grantee.
   3. Grantee shall promote and protect Hospital patient rights and value patient feedback and satisfaction as measures of Hospital service quality. To support this function, Hospital shall ensure it has a process by which it receives, investigates, collects, and reviews data. Hospital must report quarterly to HHSC on patient, family, or other complaints related to the rights of Hospital patients served in competency restoration beds. The quarters shall be based upon the Texas state fiscal year.
   4. Grantee shall report all allegations of abuse, neglect, or exploitation of a patient in a bed to the Texas Abuse Hotline by calling (800) 252-5400 or reporting online at <https://www.txabusehotline.org>, and shall follow all requirements related to the reporting and investigation of abuse, neglect or exploitation in accordance with:  Texas Family Code, Chapter 261; Texas Human Resources Code, Chapter 48; and TAC Title 26, Part 1, Chapter 711. Grantee must ensure allegations of abuse, neglect, or exploitation (“ANE”) are investigated thoroughly and determine if the allegation is confirmed or unconfirmed. Grantee shall keep a record of all allegations and their disposition onsite. At any time, HHSC staff, including the HHSC Office of Inspector General (“HHSC OIG”), may request access to these records for review. If allegations involve a possible crime being committed, the Grantee shall refer the case to the Police Department (“PD”) for further investigation. Additionally, when this referral is made, Grantee must notify the OIG of the referral concurrently. Grantee must encourage PPD to work cooperatively with the HHSC OIG by responding to requests for information, keeping the HHSC OIG informed of the progress of the case when asked, and sharing the disposition of the case. Should PD and the HHSC OIG disagree on whether a case should be referred for prosecution, if either party believes referral for prosecution should occur, it will be referred to the appropriate District Attorney.
   5. Grantee must ensure compliance with all standards established by and maintain accreditation with The Joint Commission, or other accrediting body granted deeming authority by the HHS Centers for Medicare & Medicaid Services (“CMS”), throughout the term of the Contract.
   6. Grantee must ensure compliance with all applicable state and federal laws, rules, regulations, standards, guidelines, and policies in effect on the beginning date of this Contract unless amended, including, but not limited to:
      1. Emergency Medical Treatment and Labor Act of 1986 (EMTALA);
      2. Chapter 241 and Chapters 571 through 577 of the Texas Health and Safety Code; and
      3. Chapter 46B of the Texas Code of Criminal Procedure.
   7. Grantee must ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the provision of inpatient mental health services, included but not limited to:
      1. TAC Title 25, Part 1, Chapters 133, 404, 405, 414, and 415;
      2. TAC Title 26, Part 1, Chapters 306; 510, 568, and 711;
      3. TAC Title 40, Part 19, Chapter 705; and
      4. Other HHSC rules, policies, procedures, and guidelines.
   8. The preceding rules in TAC Titles 25, 26, and 40, as they relate to the provision of inpatient mental health services, may be further modified, revised, and transferred within their existing titles or into another title during the term of this Contract. In the event of such modifications or transfers, Grantee shall be required to comply with said rules.
3. **Primary and Secondary Points of Contact**

Grantee must designate primary and secondary points of contact, as well as an emergency contact roster, all of whom will be responsible for communication, correspondence, responding, and reporting to HHSC during and after business hours regarding the provision of forensic inpatient psychiatric health services outlined in this Solicitation. These Hospital points-of-contact shall respond to capacity management inquires initiated by HHSC within four (4) hours. HHSC will endeavor to contact non-primary points of contact only in an emergency. Communication with points of contacts is not intended to limit conversations between medical leadership, clinical teams, and central office admission management staff with like Hospital personnel.

1. **Medications and Medication-Related Services**

Grantee must provide all medications and medication-related services to patients served under this Contract in accordance with all applicable State and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing medications and medication-related services, included but not limited to, TAC Title 26, Part 1, Chapter 306, Subchapter G, and HHSC rules, policies, procedures.

1. **Reporting Requirements**
   1. Grantee must submit all required reports, documentation, and other information to HHSC via email to the designated HHSC Contract Representative, [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) and [crisisservices@hhs.texas.gov](mailto:crisisservices@hhs.texas.gov), unless instructed otherwise in the Contract or in writing by an authorized HHSC representative.
   2. Grantee must notify HHSC of all reports of death, abuse, neglect, exploitation, illegal activity, unethical or unprofessional conduct, or other unusual incidents impacting the Hospital and report the investigation disposition of each incident using the **Unusual Incident Summary Reporting Form** (see **Form U - located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)) within two (2) business days of the incident, or initial disposition, via email designated contract manager at HHSC.
   3. Grantee must report the daily census of designated beds to HHSC, via email to [crisisservices@hhs.texas.gov](mailto:crisisservices@hhs.texas.gov), each business day no later than 8:00 a.m. The daily census must be emailed to and shall include number of occupied male and female bed slots and any expected admissions or discharges for that date.
   4. Grantee shall report to the contract manager upon becoming aware of the situation or within two (2) business days, the following other incidents involving forensic patients served under this solicitation or the unit of the Hospital where they may be served:
      1. Severe weather resulting in damage to person or property;
      2. Fire resulting in destruction of property;
      3. Computer, power, and telephone outages that affect hospital operations or communications from or to the Hospital;
      4. Cyber ransomware attacks;
      5. Accidents on hospital grounds resulting in serious injury or loss of property;
      6. Unannounced visits by The Joint Commission, CMS, HHSC Regulatory Division, the Texas State Auditor's Office, or other State or federal regulatory or oversight entities;
      7. Infectious Diseases, other than COVID-19, that affect Hospital Operations or census. Patients testing positive or are symptomatic for COVID-19 must be reported to HHSC on the daily census sheet; and
      8. Any other incident that is likely to be a legal liability to the Hospital, Grantee, or HHSC or that creates media attention.
   5. Grantee must submit a monthly summary report of all patient complaints and grievances, including the findings and resolution status of each, to HHSC via email to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) and the HHSC Contract Representative.
   6. Grantee, every month of the State fiscal year, must submit a monthly performance indicator report that resembles the **Form RCR - Rural Inpatient Competency Restoration Reporting, located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)**,** with measures that are agreed to by HHSC and Grantee, and which measures use definitions that have been agreed to by both HHSC and Grantee.
   7. Grantee must submit to HHSC the total number of individuals admitted to the ICRP during the previous month on **Form RCR - Rural Inpatient Competency Restoration Reporting. located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211). HHSC will monitor attainment toward annual occupancy performance each month. HHSC may, at its sole discretion, grant exceptions from expected attainment on a case-by-case basis for good cause shown. Any deviation of forensic bed capacity funded under the Contract must be submitted in writing to HHSC prior to the implementation of such changes.
2. **Performance and Measurable Outcomes**
   1. In accordance with HHSC regulations and policies, all contracts for client or patient services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program or services are being achieved. As such, Grantee’s performance will be evaluated during the life of this Contract through the monitoring of all contractual obligations and requirements as established under this Contract, including but not limited to, the **Form RIB – Rural Inpatient Beds, located at** [**https://resources.hhs.texas.gov/rfa/hhs0014211**](https://resources.hhs.texas.gov/rfa/hhs0014211)**,** that will be developed pursuant to Subsection 12.6 of this Attachment, which will be incorporated into this Contract upon acceptance by HHSC as if originally set forth within.
   2. All services provided by Grantee shall be provided at a quality level and in a manner consistent with industry standards, customs and practices, including accreditation and certification requirements under which Grantee operates. Medical Services shall meet the needs of the patients. In accordance with all State and federal rules and regulations, Grantee’s failure to provide required and necessary services shall be subject to sanctions and remedies as provided by law.
3. **HHSC’s Responsibilities**
   1. HHSC will coordinate a centralized admissions process to effectively manage the capacity needs of the State Hospitals and the successful respondent through the Texas State Hospitals Admissions Management Team.
   2. HHSC will provide Grantee with information about individuals who have been court-ordered into the State Hospitals through the Texas State Hospitals Admissions Management Team.
   3. HHSC will review and approve any requests for expedited admissions of individuals on the Texas State Hospitals Non-Maximum Security Clearinghouse Waitlist through the Texas State Hospitals Associate Commissioner or an authorized designee.
   4. HHSC will provide oversight and coordination for the transfer of patients of Grantee to another Texas State Hospital who are in need of extended mental health treatment under Texas CCP, Article 46B.102, through the State Hospital System management or an authorized designee(s).
4. **Monitoring by HHSC** 
   1. HHSC will monitor the Grantee’s performance of the requirements in and compliance with the Contract’s terms and conditions.
   2. The Grantee must provide all services and deliverables under the Contract at an acceptable quality level and in a manner consistent with the Contract and Grantee requirements.
   3. HHSC reserves the right to pursue additional remedies under the Contract if the Grantee fails to meet its contractual responsibilities. Those remedies include, but are not limited to:
      1. Requiring the Grantee to submit written corrective action plans;
      2. Requiring additional reporting from the Grantee;
      3. Withholding/offsetting payments due to the Grantee; and
      4. Terminating or suspending the Contract.