

**PECAN VALLEY CENTERS FOR BEHAVIORAL AND DEVELOPMENTAL HEALTHCARE  
LOCAL MENTAL HEALTH AUTHORITY**

**Youth Empowerment Services (YES) Waiver Services**

**OPEN ENROLLMENT REQUEST FOR APPLICATION (RFA)**

**Pecan Valley Mental Health Mental Retardation d/b/a Pecan Valley Centers for Behavioral and Developmental Healthcare** is the Local Mental Health Authority (LMHA) for Hood, Parker, Johnson, Somervell, Palo Pinto, and Erath counties (hereafter referred to as “service region”) in Texas, contracted by the Texas Department of State Health Services (DSHS) to establish, plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health services for the residents of the service region.

Through an Agreement with DSHS, **Pecan Valley Centers** (hereafter referred to as “LMHA”) has the authority to assemble a network of subcontracted service Providers to provide the following Youth Empowerment Services (YES) Waiver services to the target population of persons with mental illness who reside in our service region:

- Respite (In-Home and Out-of-Home)
- Community Living Supports
- Family Supports
- Adaptive Aids & Supports
- Minor Home Modifications
- Non-Medical Transportation
- Paraprofessional Services
- Specialized Therapies:
  - Art Therapy
  - Music Therapy
  - Recreational Therapy
  - Animal-Assisted Therapy
  - Nutritional Counseling
- Supportive Family-Based Alternatives
- Transitional Services

**I. YES WAIVER PROGRAM OVERVIEW**

Background and History

The Health and Human Services Commission (HHSC) and DSHS received approval by the federal government in February 2009 to implement a 1915(c) Medicaid Home and Community-Based Services (HCBS) Waiver, called YES. The YES Waiver allows more flexibility in the funding of intensive community-based services and supports for children and adolescents, ages 3-18, with serious emotional disturbances (SED) and their families.

Texas strives to provide a continuum of appropriate services and supports for families with children who have severe mental illness. There are some instances in which parents have turned to state custody for care when they feel they have reached or exceeded their financial, emotional or health care support resources and are unable to cover the costs of their child's mental health treatment. The 78<sup>th</sup> and 79<sup>th</sup> Texas Legislatures directed HHSC to "develop and implement a plan to prevent custody relinquishment of youth with serious emotional disturbances," and authorized the request of any necessary waivers from the federal government. As a result, HHSC and DSHS initially developed the YES Waiver for three counties – Travis, Bexar and Tarrant. Following their success, in 2013, the 83rd Legislature directed the YES Waiver to expand statewide.

### Goals of the Waiver

The goals of the YES Waiver include:

- Reducing out-of-home placements and inpatient psychiatric treatment by all child-serving agencies;
- Providing a more complete continuum of community-based services and supports for children and adolescents with SED and their families;
- Ensuring families have access to parent partners and other flexible non-traditional support services as identified in a family-centered planning process;
- Preventing entry and recidivism into the foster care system and relinquishment of parental custody; and
- Improving the clinical and functional outcomes of children and adolescents.

The objective of the YES Waiver is to provide community-based services in lieu of institutionalization.

### Service Areas & Capacity

The YES Waiver services will be provided in the Pecan Valley service region, Texas. A maximum of 12 children and adolescents (Waiver participants) will be served under the program at any given time.

## **II. SERVICES SOUGHT**

This Request for Application (RFA) seeks participation from Provider applicants for the purpose of providing Youth Empowerment Services (YES) Waiver services within the service region to individuals with mental illness who meet the target population eligibility criteria (as determined by the LMHA). Any qualified Provider applicant can submit an application to provide any or all of the specified Services. Services include:

## 1. Respite

Respite is furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care for the participant. Respite may be provided in:

- Waiver participant's home or place of residence;
- Private residence of a respite care provider, if that provider is a relative of the Waiver participant;
- Foster home licensed by the Texas Department of Family and Protective Services (DFPS);
- Residential treatment facilities licensed by DFPS;
- Day or overnight camps accredited by the American Camping Association;
- Day or overnight camps licensed by DSHS;
- Child care centers licensed by DFPS; and
- Child care homes registered with DFPS.

*All settings must be located within the State of Texas.*

*The LMHA must approve and provide ongoing oversight of respite settings to ensure the safety of the setting. Respite services may be provided by a relative of the Waiver participant other than the parents.*

## 2. Community Living Supports (CLS)

CLS services are provided to the Waiver participant and family to facilitate the YES Waiver participant's achievement of his/her goals of community inclusion and remaining in their home. The supports may be provided in the Waiver participant's residence or in community settings (including but not limited to libraries, city pools, camps, etc.) CLS provide assistance to the family caregiver in the disability-related care of the Waiver participant, while facilitating the Waiver participant's independence and integration in to the community. The training in skills related to activities of daily living, such as personal hygiene, household chores, and socialization may be included, if these skills are affected by the Waiver participant's disability. CLS may also promote communication, relationship-building skills, and integration into community activities. These supports must be targeted at enabling the Waiver participant to attain or maintain his/her maximum potential. These supports may serve to reinforce skills or lessons taught in school, therapy, or other settings. Training may be provided to both the caregiver and the Waiver participant, dependent upon the youth's age, on the nature of the emotional disorder, the role of medications, and self-administration of medications. Training can also be provided to the Waiver participant's primary caregivers to assist the caregivers in coping with and managing the youth's emotional disturbance. This includes instruction on basic parenting skills and other forms of guidance.

#### 4. Family Supports

Family Supports provides peer mentoring and support to the primary caregivers; engages the family in the treatment process; models self-advocacy skills; provides information, referral and non-clinical skills training; maintains engagement; and assists in the identification of natural/non-traditional and community support systems.

#### 4. Transitional Services

A one-time non-recurring allowable expense when an individual transitions from an institution, provider-operated setting, or family home to their own private community residence. Assistance may include:

- utility and security deposits for the home/apartment
- needed household items such as linens and cooking utensils
- essential furnishings
- moving expenses
- Services necessary to ensure health and safety in the apartment/home (e.g., pest eradication, allergen control, one-time cleaning)

*Transition assistance is limited to \$2,500 dollars per waiver participant.*

#### 5. Adaptive Aids and Supports

Adaptive Aids and Supports include devices and supports that address the Waiver participant's needs that arise as a result of their severe emotional disturbance. These devices and supports contribute to the community functioning of Waiver participants and thereby assist the participants to avoid institutionalization. Adaptive aids and supports include:

- Therapeutic Peer Support – Provide fees to facilitate the Waiver participant's involvement in age-appropriate peer support activities recommended as part of a treatment plan. Includes participation in specialized groups to improve socialization or deal with issues resulting from severe emotional disturbance and/or concomitant physical health issues, such as obesity. For example, membership fees for peer support weight reduction groups recommended by a licensed nutritionist.
- Therapeutic equipment – items necessary to execute and/or maintain a therapeutic plan. May include equipment and supplies related to a Specialized Therapies treatment plan. Examples could include devices or equipment needed for the child to achieve physical or occupational therapy goals.

*Minor Home Modifications, Adaptive Aids and Supports, Paraprofessional Services, Specialized Therapies and Non-Medical Transportation have a collective limit of \$4,250 annually. Room and board, normal household expenses and items not related to amelioration of the Waiver participant's disability are not included.*

#### 6. Minor Home Modifications

Services related to addressing the Waiver participant's needs that arise as a result of their severe emotional disturbance. These services contribute to the community functioning of Waiver participants and thereby assist the participants to avoid institutionalization. These services include Home Accessibility / Safety Adaptations - Physical adaptations to the participant's residence, required by the participant's service plan, that are necessary to ensure the health, welfare and safety of the participant. Modifications may include alarm systems, alert systems, and other safety devices.

*Minor Home Modifications, Adaptive Aids and Supports, Paraprofessional Services, Specialized Therapies and Non-Medical Transportation have a collective limit of \$4,250 annually. Room and board, normal household expenses and items not related to amelioration of the Waiver participant's disability are not included.*

#### 7. Non-Medical Transportation

Non-Medical transportation enables Waiver participants to gain access to Waiver and other community services, activities and resources, as specified by the service plan. This service is offered in addition to medical transportation required under 42 CFR §431.53 and transportation services under the State plan and does not replace them. Transportation services under the Waiver are offered in accordance with the participant's service plan. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge are utilized.

Waiver transportation services may not be substituted for medical transportation services defined under the state plan. Payment for non-medical transportation services is limited to the costs of transportation needed to access a Waiver services included in the participant's service plan or access other activities and resources identified in the service plan. When the costs of transportation are included in the provider rate for another Waiver service that the client is receiving at the same time, non-medical transportation services cannot be reimbursed under the Waiver.

*Minor Home Modifications, Adaptive Aids and Supports, Paraprofessional Services, Specialized Therapies and Non-Medical Transportation have a collective limit of \$4,250 annually.*

#### 8. Paraprofessional Services

Services related to addressing the Waiver participant's needs that arise as a result of their severe emotional disturbance. These services contribute to the community functioning of Waiver participants and thereby assist the participants to avoid institutionalization. The services are essential to promote community inclusion in typical child/youth activities and exceed what would normally be available for children in the community. Services include:

- Skilled mentoring and coaching - Skilled mentoring would be an individual who has had additional training/experience working with children/youth with mental health problems. For example, a teenager with severe behavior problems may require mentoring from an individual with behavioral management expertise.
- Paraprofessional Aide - This service may be reimbursed if delivered in a setting where provision of such support is not already required or included as a matter of practice. The aide assists the child in preventing and managing behaviors stemming from severe emotional disturbance that create barriers to inclusion in integrated community activities such as after-school care or day care.
- Job placement – assistance in finding employment.

*Minor Home Modifications, Adaptive Aids and Supports, Paraprofessional Services, Specialized Therapies and Non-Medical Transportation have a collective limit of \$4,250 annually. Room and board, normal household expenses and items not related to amelioration of the Waiver participant's disability are not included.*

#### 9. Specialized Therapies

Provide services to Waiver participants to assist them in meeting recovery goals. The intent of these services is to maintain or improve health, welfare, and/or effective functioning in the community. These services include:

- Art therapy
- Music therapy
- Animal-assisted therapy
- Recreational therapy
- Licensed nutritional counseling

*Minor Home Modifications, Adaptive Aids and Supports, Paraprofessional Services, Specialized Therapies and Non-Medical Transportation have a collective limit of \$4,250 annually. Room and board, normal household expenses and items not related to amelioration of the Waiver participant's disability are not included.*

#### 10. Supportive Family-based Alternatives (SFA)

SFA are designed to provide therapeutic support to the Waiver participant and to model appropriate behaviors for the Waiver participant's family with the objective of enabling the Waiver participant to successfully return to their family and live in the community with their family. SFA includes services required for a Waiver participant to temporarily reside within in a home other than the home of their family. The Child-Placing Agency will recruit, train and certify the support family and coordinate with the Waiver participant's family. The support family must include at least one adult living in the home and no more than four non-related individuals may live in the home. The support family must have legal responsibility for the residence and either own or lease the residence. The home must be located in a typical residence in the community and provide an environment that assures community integration, health,

safety and welfare of the Waiver participant. The support family must provide services as authorized in the individual participant's service plan. Services may include:

- Age and individually appropriate guidance regarding and / or assistance with the activities of daily living and instrumental activities of daily living (ambulating, bathing, dressing, eating, getting in/out of bed, grooming, personal hygiene, money management, toileting, communicating, performing household chores and managing medications);
- Securing and providing transportation;
- Reinforcement of counseling, therapy and related activities;
- Assistance with medications and performance of tasks delegated by a RN or physician;
- Supervision of the individual for safety and security;
- Facilitating inclusion in community activities, social interaction, use of natural supports, participation in leisure activities and development of socially valued behaviors;
- Assistance in accessing community and school resources.

*SFA must be prior authorized by the LMHA. Room and board is not included in the payment for SFA. Waiver participants are responsible for their room and board costs. A Waiver participant may not receive Respite or Community Living Supports (CLS) while receiving SFA. Children and adolescents eligible for or receiving Title IV-E services cannot receive SFA. SFA may be authorized for up to 90 consecutive or cumulative days per individual service plan year, with individual exceptions possible on a case-by-case basis, if recommended by the LMHA and prior approved by DSHS.*

### **III. PROVIDER ELIGIBILITY REQUIREMENTS**

In order to conduct business with the LMHA, Providers responding to this RFA must submit proof that:

1. Providers are registered as an organization with the Secretary of State to do business in Texas;
2. Facilities are registered as an organization authorized to do business within the service region;
3. Professionals must hold current and valid Texas licenses and/or certifications;
4. Meet minimum and mandatory credentialing requirements for services;
5. Be able to provide, directly or through interpretation, services in the language of the person receiving services, including hearing-impaired consumers.
6. Provide services in the service region, Texas, on dates and at times that meet the needs of the Waiver participant and family.

#### IV. PROVIDER RESPONSIBILITIES

Provider shall:

- A. Comply with terms and conditions set forth in the most current version of the YES Waiver Policies and Procedures Manual (Manual) which can be found through DSHS's website at <https://www.dshs.state.tx.us/mhsa/yes/>. In addition to general topic information, the Manual contains detail specific to the roles and responsibilities of the Provider.
- B. Provide any or all of the following YES Waiver services, in accordance with the service codes, descriptions and provider qualifications defined in the Manual, to Waiver participants up to the number of Waiver participants established by the LMHA.

The service components specified below will be provided in accordance with applicable state laws, rules and Yes Waiver requirements. These include but are not limited to applicable federal laws and regulations, including the Code of Federal Regulations (C.F.R.) Title 42, Parts 440, 441, 455 and 456; the laws, rules and regulations cited in the various sections of the Manual; and any applicable rules or regulations that are promulgated subsequent to the execution of this Request for Applications.

Provider shall ensure provision of the YES Waiver services authorized by each Waiver participant's Individual Plan of Care (IPC). Provider shall provide all YES Waiver services directly.

Provider may apply to provide directly any or all of the services below:

- Respite
  - Community Living Supports
  - Family Supports
  - Adaptive Aids & Supports
  - Minor Home Modifications
  - Non-Medical Transportation
  - Paraprofessional Services
  - Specialized Therapies:
    - Art Therapy
    - Music Therapy
    - Recreational Therapy
    - Animal-Assisted Therapy
    - Nutritional Counseling
  - Supportive Family-based Alternatives
  - Transitional Services
- C. Obtain appropriate written consent from each Waiver participant for the disclosure of protected health information or other sensitive personal information. The exchange or sharing of confidential information, particularly protected health information or other sensitive personal information, shall be done in compliance with the Health Insurance Portability and

Accountability Act of 1996 (HIPAA). All parties involved with the YES Waiver shall maintain and protect the confidential information to the extent required by law.

- D. Agree to credential all of Provider's direct service staff using the LMHA's existing credentialing process to verify that YES Waiver service qualifications are satisfied. This includes participation in training components.
- E. Inform the LMHA in writing of any changes that affect Provider's administrative or service provision activities, including but not limited to changes in ownership or control, federal tax identification number or addresses, at least 10 days prior to making such changes.
- F. Accept the LMHA's YES Waiver reimbursement rate schedule or the rate schedule as it may hereafter be amended, as payment in full for performance and make no additional charge to the Waiver participant, any member of the Waiver participant's family or any other source, including a third-party payor, except as allowed by federal and state laws, rules, regulations and the Medicaid State Plan.
- G. Submit claims for payment in accordance with billing guidelines and procedures promulgated by the LMHA. Provider certifies that information submitted regarding claims will be true, accurate and complete, and that such information can be verified by source documents from which data entry is made by Provider. Further, Provider understands that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- H. Allow the LMHA to adjust payments made to Provider, upon notice, for prior overpayment or underpayment to Provider.
- I. Cooperate with and assist the LMHA, HHSC, DSHS and any state and federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud and abuse, including the Office of Inspector General (OIG) at HHSC.
- J. Disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information upon request, to the LMHA, HHSC, DSHS, the Texas Attorney General Medicaid Fraud Control Unit (OAG Medicaid fraud) or the U.S. Department of Health and Human Services (USHHS).
- K. As provided by 42 C.F.R. §431.107, keep any records necessary to disclose the extent of services provided by Provider to Waiver participants (including Waiver participants' clinical records) and, on request, provide to the LMHA, DSHS, HHSC, OAG Medicaid Fraud or USHHS any such records and any information regarding payments claimed by Provider.
- L. Allow the LMHA, DSHS and/or HHSC access to records related to YES Waiver services. Provider shall provide any required information, records or copies at no cost to the LMHA, state, or federal authority requesting such information or records.

- M. Keep all records required by Item L. above until one of the following occurs, whichever is the latest:
- Six years from the date the records were created;
  - Any audit exception or litigation involving the records is resolved; or
  - For records concerning a Waiver participant under 18 years of age, the Waiver participant becomes 21 years of age.
- N. Allow representatives of DSHS or the LMHA as its designee, HHSC, the Texas Department of Family and Protective Services (DFPS), OAG Medicaid Fraud and USHHS full and free access to Provider's staff, Waiver participants and all locations where Provider delivers YES Waiver services.
- O. Cooperate fully in any investigation conducted by OAG Medicaid Fraud and/or HHSC.
- P. Comply with applicable state laws and rules, including but not limited to 25 Texas Administrative Code Chapter 414, and applicable subchapters of 1 Texas Administrative Code Chapter 355; and applicable federal laws and regulations, including but not limited to 42 C.F.R. Parts 440, 441, 455 and 456, and 45 C.F.R. Parts 46, 80, 84, 90 and 91.
- Q. Comply with the Civil Rights Act of 1964, §504 of the Rehabilitation Act of 1973, the Immigration Reform and Control Act of 1986, and the Americans with Disabilities Act of 1990.
- R. Comply with Texas Health and Safety Code §85.113, relating to workplace and confidentiality guidelines regarding AIDS and HIV.
- S. Comply with Executive Order (E.O.) 11246, Equal Employment Opportunity; E.O. 11375, Amending E.O. No. 11246, relating to Equal Employment Opportunity; and 41 C.F.R. Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- T. Comply with 42 United States Code (U.S.C.) §7401 *et seq.*, the Clean Air Act, and 33 U.S.C. §1251 *et seq.*, the Federal Water Pollution Control Act, and all applicable standards, orders and regulations issued pursuant to those acts.
- U. Comply with 31 U.S.C. §1352, Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, and 45 C.F.R. Part 93, New Restrictions on Lobbying.
- V. Comply with 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) and 45 C.F.R. Part 82, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- W. Comply with HIPAA and its implementing regulations; specifically, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164,

Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, and Security Standards, 45 C.F.R. Parts 160, 162 and 164.

- X. Comply with all YES policy directives issued by the LMHA that are received by Provider after the effective date of this RFA.
- Y. Notify the Center in writing at least 10 days prior to declaring bankruptcy.
- Z. Obtain prior authorization from the Center for services delivered.
  - AA. Maintain acceptable levels of liability insurance in a minimum amount of \$500,000.00 per occurrence and \$1,000,000.00 in aggregate and name the LMHA as an additional insured. Provider will maintain acceptable levels of professional liability insurance (\$1,000,000 per incident/\$ 3,000,000 aggregate) and/or errors and omissions liability insurance to cover privacy breaches. Provider will provide evidence of coverage and will have the insurance carrier notify the LMHA if changes occur with the coverage period, or if the coverage is cancelled or otherwise revoked.
  - BB. Agree to site visits by LMHA staff and Advisory Committees.
  - CC. Agree that its name may be used, along with a description of its facilities, care, and services in any information distributed by the LMHA listing its providers.
  - DD. Be able to serve accepted referrals within 3 days.
  - EE. Establish and document an established means of determining consumer satisfaction.
  - FF. Identify, in the situation where a consortium of providers is responding, a single entity responsible for the services delivered. The financial agency, if separate, must be an organization with a demonstrated ability to manage funds and provide requisite financial reports.
  - GG. **Not** subcontract services.
  - HH. Not refuse to serve or to continue to serve any individual referred to Provider by the LMHA.
- II. Be experienced and committed to quality care.
- JJ. Document plans and practices to support Provider's employees in the development and maintenance of a positive and healthy work environment in order to prevent staff turnover.
- KK. Establish and maintain a method to resolve disagreements and complaints by consumers and their authorized representatives. The process for consumer appeals and dispute resolution must be approved by the LMHA.

LL. Report all allegations of abuse, neglect and exploitation in accordance with applicable laws, to include DSHS, DFPS, and LMHA reporting procedures.

MM. Comply with all LMHA monitoring procedures and reporting requirements.

## **V. EXPECTED PROVIDER SERVICES**

Depending on the service(s) being provided, Providers will be expected to:

- A. Provide minimum required staff to insure consumer and staff safety.
- B. Provide training to meet and maintain all requirements established by DSHS and the LMHA, which must include First Aid, PMAB, Client Rights Protections, and etcetera.
- C. Provide balanced and nutritious meals and snacks, as applicable.
- D. Provide medical and psychiatric crisis intervention as needed.
- E. Provide supervision of self-administered medications when requested by consumer or guardian.
- F. Provide locked medication storage when requested by consumer or guardian.
- G. Provide a means of identifying and monitoring medication errors.
- H. Attend meetings at the request of the LMHA.
- I. Initiate a quality assurance program to insure quality and safety while meeting documentation compliance with Medicaid and LMHA policy and procedures.
- J. Respect and protect the personal rights of each consumer.
- K. Provide any documentation requested by the LMHA as required by the contract and directly or indirectly relates to consumer services.
- L. Provide sufficient staffing to insure consumer and staff safety, 24 hours a day, 7 days a week, 365 days per year.
- M. Provide adequate locked storage/closet space for each consumer's personal possessions.
- N. Provide furnished bedrooms.
- O. Provide living and sleeping quarters that meet the Texas Department of Health and Human Services standards for personal care.

- P. Provide transportation to and from medical, dental, and psychiatric appointments, as well as for recreational and vocational needs.
- Q. Provide vehicles to include all fuel, oil, liability insurance, and repairs as necessary to meet all transportation requirements.
- R. Provide a safe driving program for employees, to include verification by the Department of Public Safety.
- S. Provide on-call Managers to be available after hours, weekends, and holidays.

## **VI. EXPECTED OUTCOMES**

Providers will be expected to consistently meet the following outcome measures:

- A. Provide services to all consumers within 3 business days of referral (“business days” may include Saturdays and Sundays, when applicable to the service being provided).
- B. Maintain a service record on each Waiver participant and maintain all participant related documentation in the chart.
- C. Notify the LMHA within 1 hour of any significant incident and immediately if a death occurs.
- D. Notify the LMHA and DFPS of any abuse, neglect and/or exploitation within 1 hour of any incident.

## **VII. RATE AND METHOD OF PAYMENT**

Provider agrees, for those services it is applying to provide, to accept the rate schedule listed below or the rate schedule as it may hereafter be amended as payment in full for approved Waiver participant services. Provider will not submit a claim or bill or collect compensation from the LMHA for any service for which it has not submitted an application, or been approved, or contracted to provide. Provider agrees that compensation for providing services not covered by its application will be solely between the Waiver participant and the Provider. The Waiver participant must be informed in writing before any services are provided, that the Local Authority is not responsible for payment for such services. Waiver participants are responsible for payment for those services only if the Waiver participant consents in writing to the provision of such non-covered services.

Providers contracting with the LMHA shall be reimbursed for services described in the schedule below.

Service	Delivery Increment	Reimbursement Rate		Reimbursement Cap Per Child Per Year	
Adaptive Aids & Supports		Request Based		\$4,250	per service year
Community Living Supports	15 minutes	\$21.27			
Employment Assistance	1 hour	\$22.16			
Family Supports	15 minutes	\$5.31			
Minor Home Modifications		Request Based		\$4,250	per service year
Non-Medical Transportation	1 mile	0.4675			
Paraprofessional Services	15 minutes	\$5.23			
Pre-Engagement	1 hour	\$13.47			
Respite in-home	1 hour	\$17.75		720	consecutive/cumulative hours or 30 days
Respite out of home (camp)	1 hour	\$8.36		720	consecutive/cumulative hours or 30 days
Out of Home: Licensed Child Care Center	1 hour	\$4.52	3 to 5 year olds	720	consecutive/cumulative hours or 30 days
		\$4.39	6 to 18 year olds		
Out of Home: Licensed Child Care Center- Texas Rising Star	1 hour	\$4.77	3 to 5 year olds	720	consecutive/cumulative hours or 30 days
		\$4.71	6 to 18 year olds		
Out of Home: Licensed Child Care Home	1 hour	\$4.17	3 to 5 year olds	720	consecutive/cumulative hours or 30 days
		\$4.13	6 to 18 year olds		
Out of Home: Licensed Child Care Home (TRS)	1 hour	\$4.39	3 to 5 year olds	720	consecutive/cumulative hours or 30 days
		\$4.78	6 to 18 year olds		
Out of Home: Registered Child Care Home	1 hour	\$4.04	3 to 5 year olds	720	consecutive/cumulative hours or 30 days
		\$3.26	6 to 18 year olds		
Out of Home Registered Child Care Home (TRS)	1 hour	\$4.24	3 to 5 year olds	720	consecutive/cumulative hours or 30 days
		\$3.47	6 to 18 year olds		
Out of Home Residential Care	Daily w/foster family	\$75.33			
Out of Home Residential Care	Daily w/child placing	\$57.78			
Out of Home Residential Care	Daily w/general residential	\$98.12			
Animal Assisted Therapy	15 minutes	\$16.46			
Art Therapy	15 minutes	\$16.46			
Music Therapy	15 minutes	\$16.46			
Nutritional Counseling	15 minutes	\$11.75			
Recreational Therapy	15 minutes	\$16.46			
Supported Employment	1 hour	\$22.16			
Supported Family Based Alternatives	Daily w/supported family	\$52.91		90	consecutive days
Supported Family Based Alternatives	Daily w/child placing	\$57.78		90	consecutive days
Transitional Services	One time payout	\$2,125		One time payout	One time payout

*\*Minor Home Modifications, Adaptive Aids and Supports, Paraprofessional Services, Specialized Therapies and Non-Medical Transportation have a collective limit of \$4,250 annually. Room and board, normal household expenses and items not related to amelioration of the Waiver participant's disability are not included.*

*The LMHA does not pay for “no-shows” or “cancellations”.*

## **VIII. LMHA RESPONSIBILITIES**

The LMHA shall be responsible for:

- A. Conducting YES Waiver participant enrollment;
- B. Maintaining the Waiver Participant Interest List (Interest List);
- C. Making appropriate referrals to Providers based on consumer choice and access;
- D. Assisting DSHS in managing Waiver enrollment and expenditures;
- E. Evaluating the individual and recommending the level of care to DSHS;
- F. Assisting individuals to obtain Medicaid eligibility (if applicable);
- G. Development and maintenance of Waiver participant's IPC;
- H. Utilization management;
- I. Provision of Targeted Case Management;
- J. Service coordination for Waiver and Non-Waiver Services;
- K. Transition Planning;
- L. Quality assurance and quality improvement activities;
- M. Providing oversight, to include contract monitoring and quality assurance activities;
- N. Providing technical assistance when necessary;
- O. Ensuring consumer information is exchanged in compliance with the Health Insurance Portability and Accountability Act (HIPAA);
- P. The LMHA does not guarantee any referral volume to any Provider.

## IX. APPLICATION INSTRUCTIONS

To facilitate and ensure an objective review, Provider applicants must follow the Required Application Information (Attachment A) for submissions.

**Applicants must send one (1) original and one (1) copy of the application to:**

**Pecan Valley Centers  
Attn: Linda Hensley  
PO Box 729  
Granbury, TX 76048**

Applications may be sent by regular mail or special carrier. Applications may **not** be faxed.

Applications will be processed upon receipt. In the future, other open enrollment periods for services may be announced to ensure availability of adequate numbers of service providers to meet the volume of demand for services.

False statements or information provided by an applicant may result in disqualification of enrollment. The LMHA reserves the right to reject any and all applications, to waive technicalities, and to accept any advantages deemed beneficial to the LMHA and the individuals served.

Each prospective service provider is responsible for ensuring that documents for potential enrollment are submitted completely and on time. The LMHA expressly reserves the right not to evaluate any enrollment documents that are incomplete or late. Any attached Form(s) must be completed by each applicant to be considered for possible enrollment in the Network.

The entire response to this Request for Application shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally accepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

**\*\*Questions about this application or requests for technical assistance may be directed to Ruben DeHoyos, Associate Executive Director of Administrative Services, by email at [rdehoyos@pecanvalley.org](mailto:rdehoyos@pecanvalley.org)\*\***

**ATTACHMENT A****REQUIRED APPLICATION INFORMATION**

Please be sure to answer every question included in sections I - VII and provide additional information as necessary and/or requested. If a question/necessary information request does not apply, simply and clearly document "N/A". Interviews or site visits may be conducted to further evaluate applications.

**I. BUSINESS DEMOGRAPHICS**

- A. If a sole proprietorship, provide the following:
  - 1. Applicant's name;
  - 2. tax identification number;
  - 3. residence address;
  - 4. physical address where services will be provided;
  - 5. telephone number, fax number, and e-mail address; and
  - 6. number of years Applicant has provided the proposed service(s).
  
- B. If a partnership, provide the following:
  - 1. names and residence addresses of each of the partners;
  - 2. physical address where services will be provided;
  - 3. telephone number, fax number, and e-mail address;
  - 4. a copy of the Partnership Agreement;
  - 5. tax identification number of the partnership or tax identification numbers of the individual partners; and
  - 6. number of years each of the partners, and the partnership as a whole, has provided the proposed service(s).
  
- C. If a corporation, provide the following:
  - 1. name(s), physical address(es), telephone number(s), and e-mail address(es) of the officers of the corporation;
  - 2. a copy of the Articles of Incorporation;
  - 3. a copy of the current Bylaws of the Corporation;
  - 4. tax identification number;
  - 5. a current Certificate of Good Standing issued by the Texas State Comptroller;
  - 6. physical address(es) where services will be provided;
  - 7. name(s), physical address(es), telephone number(s), and e-mail address(es) of the majority shareholders;
  - 8. name, physical address, telephone number, fax number, and e-mail address of the corporate contact for this Application; and
  - 9. number of years each of the officers, the corporation as a whole, and the majority shareholders (if applicable) have provided the proposed service(s).
  
- D. Provide a list of companies with whom Applicant has or has had contracts to provide services similar to those outlined in this RFA.

- E. Describe any contracts, Memoranda of Understanding, or employment relationship Applicant has with other state, city or county agencies in the service region.

## II. ORGANIZATIONAL STRUCTURE

- A. Describe Applicant's organization structure.
- B. If applicable, attach Applicant's organizational chart.

## III. SERVICES

- A. List the services from **Attachment B1** that Applicant is applying to provide. Indicate where the services will be offered, who will provide the services (include education and credentials), and the time of day and days of week the services will be made available. Indicate the capacity for all services and the anticipated content of group or day program services. Include a copy of program schedules and descriptions. Additionally, indicate the length of time consumers generally receive services.
- B. Describe Applicant's intake process, to include how it is staffed. Attach any documents or forms used during the intake process.
- C. Describe the frequency and type of in-service training offered and required by Applicant's organization. Note specific training within the past two (2) years related to patient rights and standards of service. Is Applicant's staff current with in-service training as required by the credentialing/licensing agency or the LMHA (if currently under contract as a service provider)?
- D. Describe Applicant's experience in working with persons with mental illness and related conditions over the past five years.
- E. Describe Applicant's history of working with persons who are not compliant with treatment. Describe Applicant's ability to treat persons with disabilities. Detail the specific population to be served under this application. Include ages and levels of severity.
- F. Describe Applicant's ability to serve hearing impaired consumers, those that have limited language skills, and consumers who speak a language other than English. Describe how Applicant's organization ensures cultural competency on the part of staff with regard to racial, ethnic, religious, and sexual orientation differences.
- G. Describe or attach policies and procedures which describe any process currently utilized by Applicant to receive communication from consumers, family members and advocates, and to receive and resolve complaints and grievances. Define how Applicant's organization addresses consumer satisfaction, including methods used to resolve consumer dissatisfaction with service delivery.

- H. Describe any processes Applicant utilizes to transition consumers to other services as their level of functioning improves.
- I. Detail how Applicant will respond to the transportation needs of the consumers referred to Applicant's program, including the service site's proximity to and availability to public transportation.
- J. Detail how Applicant will meet the nutritional needs of the consumers referred to Applicant's program.
- K. Detail how Applicant's program conducts new consumer orientation.
- L. Detail Applicant's plans and practices to support Applicant's employees in the development and maintenance of a positive and healthy work environment in order to prevent staff turnover.
- M. Identify whether Applicant has an established corporate compliance program. If "yes," attach a copy of the compliance plan. If "no," provide an explanation or plans to establish a program.
- N. Describe Applicant's process for ensuring privacy and dignity of consumers during toiletry process.
- O. Describe Applicant's Crisis Intervention process for both medical and psychiatric crises.
- P. Provide Applicant's procedures for medication monitoring.

#### **IV. RISK ASSESSMENT**

- A. Has Applicant had any client abuse, client neglect, or rights violations claims in the last five (5) years? If so, explain in detail.
- B. Provide a copy of Professional Liability Insurance showing liability insurance coverage and include directors' and officers' professional liability, errors and omissions, general liability (including property and vehicle, if applicable), breaches of privacy, and medical malpractice insurance.
- C. Identify whether Applicant, as an entity, or anyone employed by Applicant is currently under investigation, or has had a license or accreditation revoked or suspended by any state, federal, or local authority or licensing agency within the last ten (10) years. If the answer is "yes," provide a detailed explanation.
- D. Has Applicant ever been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting for billable services?

- E. Identify whether Applicant has ever been placed on vendor hold by an agency or company. If “yes,” provide a detailed explanation.
- F. Identify any lawsuits or litigation involving clinical services to which Applicant has been a party during the past ten (10) years. Provide details on any judgments.
- G. Provide a list of clinical services contracts for which Applicant has been terminated for cause in the last ten (10) years.
- H. Identify whether Applicant, as an entity, or any of Applicant’s employees’ Medicaid Provider number(s) have ever been suspended or revoked. If “yes,” explain.
- I. Provide the name of Workers’ Compensation carrier if the organization/provider has Workers’ Compensation coverage, or self-funding documents if self-funded.
- J. Are employees or agents of Applicant’s organization bonded? What is Applicant’s policy and procedure for conducting criminal history background checks on employees? Provide a certified (notarized) statement that Applicant has completed criminal history background checks on all current employees and that neither Applicant nor any of Applicant’s current employees has been convicted of any criminal offense.
- K. Provide a certified statement that all the Applicant facilities and services are compliant with the accessibility requirements of the American with Disabilities Act (ADA).
- L. Identify whether Applicant, as an entity, or any of Applicant’s employees has ever been removed, denied or barred from any Managed Care Provider list or other insurance payer. If “yes,” explain.

## **V. FINANCIAL**

- A. Provide a copy of all certified external audits conducted in the past five (5) years.
- B. Provide a copy of Applicant’s tax statements for the past five (5) years (IRS Form 1040 and all Schedules, Forms 990 and all Schedules, Forms 1120 and all Schedules, Forms 1065 and all Schedules), as applicable.
- C. Provide a current Financial Statement, including Cash Flow.
- D. Identify whether Applicant has ever filed bankruptcy. If the answer is “yes,” please describe in detail.
- E. Identify whether Applicant has ever defaulted on any business lease arrangement. If the answer is “yes,” describe in detail.

- F. Identify whether Applicant owns or leases current business properties and in what geographic areas Applicant intends to provide the service(s). Provide street addresses where program services will operate.
- G. Does Applicant have a Letter of Good Standing that verifies that Applicant is not delinquent in State Franchise Tax? Corporations that are non-profit or exempt from Franchise Tax are not required to have this letter, but will have a 501C IRS Exemption form from the Comptroller's Office. Attach letter.
- H. Is Applicant delinquent in the payment of any Child Support Payments? If so, explain.

## **VI. QUALITY MANAGEMENT / UTILIZATION MANAGEMENT**

- A. Describe Applicant's Quality Improvement Plan and Programs. Attach a copy of the Plan and a summary of data from the last six months of monitoring.
- B. Identify all external program evaluations by accrediting/licensing authorities conducted during the past three (3) years. Provide documentation regarding any activities involving deficiencies, sanctions, and/or a required corrective Plan of Action.
- C. List all licenses, credentials, certifications, and/or accreditations currently held by Applicant and Applicant's staff.

## **VII. VALUE ADDED SERVICES**

Describe in detail any ways in which Applicant will exceed the requested services of this application, thereby providing "value added services" to Waiver participants.

**ATTACHMENT B**  
**Miscellaneous Required Forms**

**ALL OF THE FORMS IN ATTACHMENT B MUST BE INCLUDED IN YOUR SUBMISSION IN ORDER FOR THE OPEN ENROLLMENT APPLICATION TO BE CONSIDERED.**

- B1. Designation of Services Sought**
- B2. Assurances**
- B3. Vehicle Safety Report (for all vehicles that will/may be used to transport Waiver participants)**
- B4. Staff Roster**

**ATTACHMENT B1  
DESIGNATION OF SERVICES SOUGHT**

Please indicate with an “X” those services which Applicant is applying to provide. The “X” indicates that the service is being sought under this RFA. If there is no “X”, Applicant will be deemed not to be applying for that service. Failure to “X” mark a desired service may require Applicant to submit another application.

<b>ROUTINE SERVICES</b>	Indicate (X) services you are submitting this application
Respite	
Community Living Supports	
Family Supports	
Transitional Services	
Adaptive Aids	
Minor Home Modifications	
Non-Medical Transportation	
Paraprofessional Services	
Specialized Therapies	
Supportive Family-Based Alternatives	

The undersigned hereby certifies that he/she has authority over all of the application documents and agrees to abide by the terms, certifications and conditions, including the rate of reimbursement, indicated within the RFA:

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B2: ASSURANCES**

Applicant assures the following:

1. That all addenda and attachments to the application as distributed by the LMHA have been completed.
2. No attempt will be made by Applicant to induce any person or firm to submit or not to submit an application, unless so described in the application document.
3. Applicant does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of the LMHA or DSHS, and no member of the LMHA's Board of Trustees will directly or indirectly have any pecuniary interest from an award of the proposed contract. If Applicant is unable to make the affirmation, then Applicant must disclose any knowledge of such interests.
5. Applicant accepts the terms, conditions, criteria, and requirements set forth in the Application.
6. Applicant accepts the LMHA's right to cancel the application at any time prior to contract award.
7. Applicant accepts the LMHA's right to alter the timetables for procurement as set forth in the application.
8. The proposal submitted by Applicant has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the application submitted by Applicant has not been knowingly disclosed by Applicant to any other Applicant prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
11. LMHA has the right to complete background checks and verify information.
12. The individual signing this document and the contract is authorized to legally bind Applicant.
13. The address submitted by Applicant to be used for all notices sent by the LMHA is current and correct.
14. That Applicant is not currently held in abeyance or barred from the award of a federal or state contract.
15. That Applicant is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.

---

Signature Authority for Applicant

Title of the Organization/Provider

Date \_\_\_\_\_

**ATTACHMENT B3  
VEHICLE SAFETY REPORT**

This form must be completed for each vehicle which may be used while transporting individuals receiving services.

Vehicle Custodian/owner: \_\_\_\_\_ Phone#: \_\_\_\_\_

License Plate Number: \_\_\_\_\_ Mileage: \_\_\_\_\_

Type and Model of Vehicle: \_\_\_\_\_

Name of Insurance Carrier: \_\_\_\_\_

**Items To Be Checked:**

**Required for individuals safety and comfort**

Inspection sticker expiration date: \_\_\_\_\_

Current insurance card in vehicle? Yes or No

A/C and Heating systems are operable? Yes or No

Jumper cables in vehicle? Yes or No or n/a

First aid kit in vehicle? Yes or No

Seat belts all lock Yes or No

Condition of tires, including spare: Ok or need replacing \_\_\_\_\_

Lights (head, tail, backup, turn) Ok or need replacing \_\_\_\_\_

Mileage of last oil change: \_\_\_\_\_ and does not exceed 3500 miles

Mileage of last transmission service: \_\_\_\_\_ and does not exceed 30,000 miles

Interior of vehicle, condition Ok or need cleaning \_\_\_\_\_

Fluid levels: Ok or need refilling or service

**Additional recommended**

Fire extinguisher in vehicle? Yes or No

Fire extinguisher secured? Yes or No or n/a

Flash light w/charged batteries? Yes or No or n/a

First aid kit secured? Yes or No or n/a

Biohazard kit in vehicle? Yes or No

Biohazard kit secured? Yes or No or n/a

Seat belt Safe-Cut installed Yes or No

I realize I am responsible for obtaining the necessary repairs or equipment to insure the vehicle is in a safe condition to transport individuals receiving services. I also realize that the Local Mental Health Authority may inspect my vehicle at any time to ensure validity of the information provided.

\_\_\_\_\_  
Vehicle custodian/Owner Title Date



## ATTACHMENT C

### Credentialing Criteria

The following criteria, information and components are required for a service provider to be included in the LMHA's network of providers (supporting documentation may be requested from successful applicants during the LMHA's credentialing process).

Minimum requirements for all services being sought:

- Age of staff must be over 18, has a high school diploma or a General Education Development(GED) credential; or has documentation of a proficiency evaluation of experience and competence to perform the job tasks that includes:
  - written competency-based assessment of the ability to document service delivery and observations of the individuals to be served; and
  - at least three personal references from persons not related by blood that indicate the ability to provide a safe, healthy environment for the individuals being served.
- Current drivers license for each person that will potentially provide transportation to Local Authority consumers.
- Current Insurance Verification including:
  - Professional and general liability
  - Vehicle (if transporting consumers is likely)
  - Workers Compensation
- Verification of criminal history checks for all staff potentially working with LMHA consumers.
- Life Safety code review for site assessment if not certified by a state agency.
- If applicable, documentation from certifying agency:
  - Texas Department of State Health Services
  - Texas Department of Assistive and Rehabilitative Services (DARS)

## ATTACHMENT D

### YES Waiver Target Population Eligibility Criteria

Waiver eligibility is determined by the LMHA using demographic, clinical, and financial criteria.

#### Demographic Criteria

To participate in the YES Waiver, an individual must:

- Be between 3-18 years of age;
- Reside in service area;
- Reside in a non-institutional setting with the individual's LAR; or in the individual's own home or apartment, if legally emancipated;

#### Clinical Criteria

To participate in the YES Waiver, an individual must meet the following level of care standards, as determined by the LMHA:

- Have serious functional impairment or acute severe psychiatric symptomatology.  
This is assessed by the LMHA using particular domain scores from the Child Assessment of Needs and Strengths (CANS), **AND**
- There must be a reasonable expectation that, without YES Waiver services, the individual would qualify for inpatient care under the Texas Medicaid inpatient psychiatric admission guidelines.

An individual not meeting the listed criteria is not eligible for participation in the YES Waiver. In addition, an individual is not eligible for YES Waiver services if they are enrolled in foster care. Also, individuals cannot be duly enrolled or receive services from other 1915(c) Waiver programs. These programs include, but are not limited to:

- i. Department of Aging and Disability Services (DADS) Waiver programs such as CLASS, HCS, MDCP, CWP, DBMD, CBA, and TX Home

Please see the Clinical Eligibility Determination Form that documents the individual's functional impairment. See Forms Section for the Clinical Eligibility Determination Form.

#### Financial Criteria

To participate in the YES Waiver, an individual must be eligible for Medicaid, under a Medicaid Eligibility Group included in the approved YES Waiver.

Individuals who receive services under the YES Waiver are eligible under the following eligibility groups contained in the State plan. The State applies all applicable federal financial participation limits under the plan.

- Low income families with children as provided in 1931 of the Act
- SSI recipients
- Working individuals with disabilities who buy into Medicaid (BBA working disabled group as provided in §1902(a)(10)(A)(ii)(XIII) of the Act)
- All State Plan groups except for: 1634(b) Early Aged Widow(er); 1634(d) Disabled Widow(er); 1634(c) Disabled Adult Children; and the following Foster Care Groups: 1902(a)(10)(A)(i)(I) and 1902(a)(10)(A)(ii)(XVII)

The LMHA will determine financial eligibility for services under the YES Waiver from standards used to determine eligibility for Medicaid in institutions. Under these standards, parental income is not counted. Individuals in the special HCBS waiver group are eligible in accordance with a special income level equal to 300% of the SSI Federal Benefit Rate.