



# **REQUEST FOR PROPOSAL CMAR**

## **RFP #1022**

### **Construction Manager -at- Risk Bloomdale Rd. Project**

**ISSUED:**

October 6, 2022

**RESPONSES DUE:**

November 3, 2022

**LIFEPATH SYSTEMS  
1515 HERITAGE DR.  
MCKINNEY, TX 75069  
972-562-0190**

**For RFP Project Questions:**

Randy Locke

Facilities Manager

[rlocke@lifepathsystems.org](mailto:rlocke@lifepathsystems.org)

**For RFP Submittal Questions:**

Willy Villavicencio

Purchasing Manager

[wvillavicencio@lifepathsystems.org](mailto:wvillavicencio@lifepathsystems.org)



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LIFEPATH SYSTEMS NOTICE TO  
PROPOSERS  
CONSTRUCTION MANAGER-AT-RISK (CMAR)  
Bloomdale Rd. Project

Collin County Mental Health Mental Retardation Center d/b/a LifePath Systems (the "Center") was founded in 1986. It is the Local Behavioral Health Authority (LBHA) and the Local Intellectual and Developmental Disabilities Authority (LIDDA) for Collin County, Texas as authorized by the Texas Health and Human Services Commission (HHSC). In addition to its role as Authority, the Center is a provider of behavioral health services and a provider of services for individuals with intellectual or developmental disabilities. LifePath Systems is an agency of the state, a governmental unit, and a unit of local government, as defined and specified by Civil Practice and Remedies Code Chapters 101 and 102, Government Code Chapters 2259 and 791.003, and local Government Code Chapter 172.

Proposals from Construction Manager-at-Risk (CMAR) Proposers for the construction of approximately 100000 sq.ft. mixed use, multi-story building for Collin County MHMR dba LifePath Systems "Bloomdale Road Project" located on an 11.493-acre tract Property ID 1988776 in McKinney, Texas, will be received at the Administration office, 1515 Heritage Dr. Suite 105 McKinney, Texas, until: **5:00 P.M. on Thursday November 3<sup>rd</sup>**.

A Pre-Proposal Conference will be held at **LifePath Systems Trinity Meeting Room, 1515 Heritage Dr. McKinney, TX 75069, 10:00 A.M. Monday October 17<sup>th</sup>**, with a site visit after the meeting.

The last day for questions from prospective Proposers is. **at 5:00 P.M. Thursday October 20<sup>th</sup>**.

The Center will select the CMAR Contractor by using a one-step Request for Proposal (RFP) process. After evaluating the submitted Proposals from the CMAR Proposers, the Center will shortlist no later than 5:00 P.M. Monday November 7<sup>th</sup> and interview the week of November 14<sup>th</sup> through 18<sup>th</sup>. The Center will then select and enter negotiations with the Best Value Proposer. The Center may discuss with the selected Proposer, options for a scope or time modification and any price change associated with such modification.

The selected CMAR Contractor will provide **Pre-Construction Services** including Constructability Reviews, Value Engineering Recommendations and Estimating Services during the various phases of the design process. Prior to the construction documents being completed, the selected CMAR will need to provide an Initial Guaranteed Maximum Price ("IGMP"). Then once the Construction Documents are complete the selected CMAR will provide a final **Guaranteed Maximum Price (GMP)**. The IGMP and GMP will be inclusive of Value Engineering and Estimating Services fees, General Conditions, Construction Manager Fee, contingency, bonds, insurance, and other agreed upon costs; plus the Center's "Owner Contingency". The total construction cost is anticipated to be approximately **\$30,000,000.00**, refer to the "Project Proposal Form" found in the Instructions to Construction Manager-At-Risk (CMAR).

The Center will negotiate a Pre-Construction Services and Construction Services Contract, based on percentages established in the "Project Proposal Form" with the selected CMAR firm determined to have made the Best Value offer.

Upon completing the negotiations with the selected CMAR firm, the Center will recommend to the Board of Trustees to award the CMAR contract to the selected CMAR firm based on the negotiations and the agreed upon estimated construction budget. The CMAR contract will be adjusted based on the agreed upon Guaranteed Maximum Price (GMP) after the design is completed.

Vendors shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, ATTACHMENTS** and **DEADLINES** indicated in the attached Proposal and should govern themselves accordingly.



In accepting proposals, LifePath Systems reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the actions, which it deems to be in the best interest of LifePath Systems and is not obligated to accept the lowest Proposal. This RFP does not obligate LifePath Systems to pay for any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate LifePath Systems to accept or contract for any expressed or implied services.

LifePath Systems will only release names of the Vendors that have responded to this solicitation after LifePath Systems' Evaluation Team has evaluated the Proposals and an award has been made and approved by the LifePath Systems Board of Trustees.

**The selected CMAR Contractor will be required to provide Payment and Performance Bonds and provide Contractors General Liability and Statutory Workers Compensation Coverage once the GMP is agreed upon.**

CMAR Proposers may access the Instructions to Proposers, any Addendum, Sample Contract, General Conditions, Site Plans and other Reference Drawings, and any other related documents through the below link by cutting and pasting the following link in a web browser:

[www.lifepathsystems.org/contractingopportunities](http://www.lifepathsystems.org/contractingopportunities)

**INSTRUCTIONS TO CONSTRUCTION MANAGER-AT-RISK  
(CMAR) PROPOSERS**

1. **PROPOSAL REQUIREMENTS:** The following requirements shall be used in the preparation of the response to this Request for Proposals (RFP):

- Use the Proposal Form provided in this RFP document.
- Entries on the Proposal Form may be handwritten or typed.
- Acknowledge all addenda on the Proposal Form.
- Have a Principal sign the Proposal. If the Proposer is a corporation, the president or a vice-president must sign the Proposal. If the Proposer is a partnership, then the person/entity who is the managing/general partner must sign the proposal.
- Complete and submit the Conflict-of-Interest Affidavit form. (Also submit associated Form CIQ and Form CIS if required.)
- Cashier's check or an acceptable bidder's bond IS NOT REQUIRED for this Request for Proposals.
- Provide 5 hard copies of the proposal AND 1 digital copy on a flash drive.
- Page Count is limited to 50 Pages one sided. Dividers will not count against your page limit.
- As a separate attachment the submitting CMAR is to submit CMAR Qualification Statement AIA Form A305 version 2020 Exhibit A & B only. These sections will not count against your 50-page limit.

2. **SELECTION OF CMAR CONTRACTOR:**

The Center shall select the Proposer that offers the best value based upon the below criteria and ranking evaluation. In determining the Best Value Proposer, the Center will consider:

**A. Proposed Fees and Expenses (50 Points)** - Refer to Project Proposal Form.

**B. Experience in Executing CMAR Projects and Similar Vertical Projects (40 Points) –**

References and experience of Proposer, Project Manager, and Superintendent as demonstrated by listing recently completed and current "vertical" facilities, CMAR projects, including references with names, positions, company names, and contact information, and list of subcontractors. As well as experience CMAR Healthcare projects that refer to HHSC Item V.

**C. Past Work in Collin County (10 Points)**

Knowledge of City procedures and familiarity with applicable regulations, professional standards, and applicable regulations as well as, familiarity with HHSC Item V construction recommendations

After ranking the responses to the RFP, the Center shall first attempt to negotiate a contract with the selected Proposer. The Center and its architect may discuss with the selected Proposer options for a scope modification and any price change associated with the modification.

If the Center is unable to negotiate a contract with the selected Proposer, the Center shall, formally and in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.

3. **Payment and Performance Bond:** The successful Proposer entering into a contract for the work will be required to give the Center surety in a sum equal to the amount of the contract. The form of the bond shall be as herein provided, and the surety shall be acceptable to the Center. All bonds furnished hereunder shall meet the requirements of Texas Government Code Section 2253, as amended.

In order for a surety to be acceptable to the Center, the surety must (1) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the Center upon request. The Center, in its sole discretion, will determine the adequacy of the proof required herein.

No sureties will be accepted by the Center that are at the time in default or delinquent on any bonds or which are interested in any litigation against the Center. Should any surety on the contract be determined unsatisfactory at any time by the Center, notice will be given to the contractor to that effect and the contractor shall immediately provide a new surety satisfactory to the Center.

The Payment Bond shall be executed, in the amount of the contract, solely for the protection of all claimants supplying labor and materials in the prosecution of the work.

A Performance Bond shall also be provided, in the amount of the contract, conditioned on the faithful performance of the work in accordance with the plans, specification, and contract documents. Said bond shall be solely for the protection of the Center.

4. **Pre-Proposal Site Investigation:**

Prior to filing a response, the Proposer shall examine the site(s) of the work and the details of the requirements set out in these specifications to satisfy itself as to the conditions which will be encountered relating to the character, quality, and quantity of the work to be performed and materials and equipment required. The filing of a response by the Proposer shall be considered evidence that it has complied with these requirements.

5. **Proposed Sub Contractors:**

Acceptance of the Proposal in no way requires the Center to accept the qualifications of the subcontractors. The Subcontractor lists are for use by the Center in preparing recommendations for award of the contract. The Contractor must provide and use subcontractors listed unless the Center agrees to allow a substitute

6. **Discrepancies and Addenda:**

Should a Proposer find any discrepancies in the Request for Proposals Documents, or should it be in doubt as to their meaning, it shall notify the Center at once. If required, the Center will then prepare a written addendum that will be available to all Proposers at the place designated for distribution of the Request for Proposal Documents by the Notice to Proposers. The Contractor is responsible for determining if addenda are available and for securing copies prior to submitting a response to this request for sealed Proposals. Oral instructions or decisions unless confirmed by written addenda will not be considered valid, legal or binding. No extras will be authorized because of failure of the contractor to include work called for in the addenda.



Proposer must acknowledge addenda in the Proposal. Failure to acknowledge addenda may cause the Proposal to be ruled non-responsive. It is the Contractor's responsibility to obtain Addenda and include its information in the Proposal.

7. **Workers Compensation Insurance:**

Proposers will be required to demonstrate that coverage is in effect at time of the agreed upon Guaranteed Maximum Prices (GMPs). Sample Certificate of Insurance, or other proof that Workers Compensation Insurance will be obtained, must be submitted within five working days of agreed upon GMP.

8. **Taxes:**

Equipment and materials not consumed by or incorporated into the work are subject to State sales taxes under House Bill 11, enacted August 15, 1991.

9. **Permits:**

Contractor shall apply for all City of McKinney permits and for any other permits required by this project.

10. **Utilities and Impact Fees:**

The Center will pay water and sewer utilities tap fees and impact fees. Unless shown otherwise, the Center will coordinate and pay for water and sewer taps and meters to the property line. The Contractor will include all remaining fees from the electrical and gas companies in the Base Proposal. The Contractor will be responsible for coordinating with Center and utility companies for installation of utilities. The Contractor will be responsible for all fees for electrical, gas, and other utilities within the property line of the project. Unless indicated otherwise on the plans, the contractor will be responsible for costs and installations from the building side of the water meter and sewer tap.

11. **Instructions to Proposers:**

Offers may access the instruction, any addendums, sample contract general conditions, conceptual drawings, Milestone schedule at: [www.lifepathsystems.org/contractingopportunities](http://www.lifepathsystems.org/contractingopportunities)

12. **Testing Services:**

The Center shall provide for, independently of the contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the construction work.

13. **Project Schedule:**

The Project Schedule will be submitted with the IGMP & Guaranteed Maximum Price (GMP) and at the minimum, include the following: quality control submittals and approvals mobilization, site preparation, under slab utilities, foundation work, structural erection, interior finish, commissioning, and closeout.

**14. Disclosure:**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Center must complete a conflict-of-interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Center. The conflict-of-interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the Center no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Center

an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Center. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Proposer should consult with legal counsel if you have

questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person

or agent who is contracting or seeking to contract with the Center to comply with the filing requirements of Chapter 176.

**15. Certificate of Interested Parties:**

Proposer is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Center prior to the award of the contract. A contract will not be enforceable or legally binding until the Center receives and acknowledges receipt of the properly completed Form 1295 from the Proposer.

**16. Prohibition against Personal interest in Contracts:**

No officer or employee of the Center shall have a financial interest, direct or indirect, in any contract with the Center, or shall be financially interested, directly or indirectly, in the sale to the Center of any land, materials, supplies or service, except on behalf of the Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his/her office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the Center, shall render the involved contract voidable.

**17. No Boycott of Israel:**

Pursuant to Texas Government Code, Chapter 2270, the Center agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (a) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (b) will not boycott Israel during the term of the contract.

**18. No Boycott of Energy Companies:**

Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not boycott energy companies, as defined by Texas Government Code Chapter 2274; and (b) will not boycott energy companies during the term of the contract.

**19. No Discrimination against Firearm and Ammunition Companies:**

Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not discriminate against firearm and ammunition companies, as defined by Texas Government Code Chapter 2274; and (b) will not discriminate against firearm and ammunition companies





during the term of the contract.

**20. Companies engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Proposer affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

**21. Any oral communications are considered unofficial and non-binding about this proposal.**



## LIFEPATH SYSTEMS BLOOMDALE RD PROJECT PROPOSAL FORM

TO: LIFEPATH  
SYSTEMS

FOR: Bloomdale Rd Project  
**PROPERTY ID 1988776**

Pursuant to the foregoing "INSTRUCTIONS TO CONSTRUCTION MANAGER-AT-RISK (CMAR) PROPOSERS", the undersigned understands the amount of work to be done for the Preconstruction Services and Construction Services, and hereby proposes to do all the work and furnish all labor, equipment, and materials necessary to fully complete all the work as provided in the plans and specifications and subsequent agreed upon Guaranteed Maximum Price (GMP) and subject to the inspection and approval of the LifePath Systems Board of Trustees.

Upon acceptance of this Proposal by the LifePath Systems Board of Trustees and upon subsequent agreement to the GMP the Proposer shall furnish acceptable Performance and Payment Bonds approved by the Center for performing and completing the Work within the time agreed to for the following sum, to wit:

### DESCRIPTIONS AND COSTS OF ITEMS IN CMAR AGREEMENT

#### PRE-CONSTRUCTION SERVICES:

Include Constructability & Value Engineering Reviews, Cost Estimating, Value Management services, Scheduling activities through the design process with an estimated schedule based upon deliverables of pricing listed below:

November 2022- Conceptual Pricing (Pre Design)  
February 2023 - Schematic Design (SD) Estimate  
April 2023 - DD iGMP  
August 2023 - Construction Documents GMP

TOTAL\$\_\_\_\_\_

**CONSTRUCTION SERVICES:** Based on an estimated total budget of \$30,000,000.00, your standard practice regarding project cost structure and your understanding of this project, complete the line items below. Items A through G should total \$30,000,000.00. Percentages established here will be applied to the final GMP. These items are included in the total not- to-exceed estimated construction budget for the following "defined fees":

- A) \$\_\_\_\_\_, %\_\_\_\_\_ Subcontractors Material Labor and Equipment
- B) \$\_\_\_\_\_, %\_\_\_\_\_ 5 \_\_\_\_\_ Contractor Construction Contingency. (5% of Items A.)
- C) \$\_\_\_\_\_, %\_\_\_\_\_ General Conditions (refer to Attachment A for approved items. % off item A)
- D) \$\_\_\_\_\_, %\_\_\_\_\_ General Requirements (refer to Attachment A for approved items.% off Item A)
- E) \$\_\_\_\_\_, %\_\_\_\_\_ 7.5 \_\_\_\_\_ Owners Contingency. (7.5% of Items A+B+C+D)
- F) \$\_\_\_\_\_, %\_\_\_\_\_ Anticipated Cost of Insurance and Bonds (On ItemsA+B+C+D+E+F+G)



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**G)** \$\_\_\_\_\_, %\_\_\_\_\_ Construction Management Fee (On Items A+B+C+D+E+F), attach description of items included

TOTAL \_\_\_\_\_

A Project Schedule will be mutually agreed at the time the Guaranteed Maximum Price is developed.

The Center reserves the right to accept or reject any and all bids or any combination thereof proposed for the above work.

Approved Performance and Payment Bonds for the faithful performance of this contract will be required upon agreement of the Guaranteed Maximum Price (GMP). A bidder's bond or cashier's check is NOT REQUIRED with this Request for Proposal.



## **LIFEPATH SYSTEMS CMAR CONSTRUCTION AGREEMENT**

This agreement made and entered into this the \_\_\_ day of \_\_\_, A.D., by and between LIFEPATH SYSTEMS, Collin County MHMR dba LifePath Systems and in accordance with a resolution duly passed at a regular meeting of the LPS Board of Trustees said OWNER, hereinafter called OWNER, and \_\_\_\_\_ (Contractor Name) of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas, hereinafter called CONTRACTOR.

### **Agreement Documents:**

This Agreement, General Conditions, Instructions to Proposers, Project Proposal Form and Plans and Specifications to be added by the Architect at a later date are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of General Conditions, Instructions to Proposers, Project Proposal Form and Plans and Specifications and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

### **Witnesseth:**

That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete the construction described as follows:

### **LifePath Systems Bloomdale Rd Project PROPERTY ID 1988776**

That the work herein contemplated shall consist of furnishing as an independent contractor all labor, tools, appliances and materials necessary for the construction and completion of said project in accordance with the Plans and Specifications and Contract Documents adopted by the Owner, which Plans and Specifications and Contract Documents are hereto attached and made a part of this contract the same as if written herein.

The Contractor hereby agrees and binds himself to commence the construction of said work within ten (10) days after being notified in writing to do so by the Owner.

The Owner agrees and binds itself to pay, and the said Contractor agrees to receive, for all of the aforesaid work, and for stated additions thereto or deductions there from, the price shown on the Proposal submitted by the successful bidder hereto attached and made a part hereof. Payment will be made in monthly installments upon actual work completed by contractor and accepted by the Owner and receipt of invoice from the Contractor.

The agreed upon estimated construction budget amounts shall be a total of not-to-exceed \$30,000,000.00. These amounts include the Owner's "Owner's Contingency" (7.5%) for use by the OWNER only and any Savings, Contingency, Buy Out Savings and Allowances remaining at the end of construction will be retained by the Owner.

The performance periods in calendars for will be determined when the Guaranteed Maximum Price is agreed upon for each phase.

## **Insurance Requirements:**

All insurance and bonds will be required once the Guaranteed Maximum Price is agreed upon.

The Contractor shall not commence work under this contract until it has obtained all insurance required under the Contract Documents, and the Owner has approved such insurance. The Contractor shall be responsible for delivering to the Owner the sub-contractors' certificates of insurance for approval. The Contractor shall indicate on its certificate of insurance included in the documents for execution whether or not its insurance covers subcontractors. It is the intention of the Owner that the insurance coverage required herein shall include the coverage of all subcontractors.

### **a. Worker's Compensation Insurance:**

- Statutory limits.
- Employer's liability:
  - \$100,000 disease each employee.
  - \$500,000 disease policy limit.
  - \$100,000 each accident.

### **b. Commercial General Liability Insurance:**

The Contractor shall procure and shall maintain during the life of this contract public liability insurance coverage in the form of a Commercial General Liability insurance policy to cover bodily injury, including death, and property damage at the following limits: \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

- The insurance shall be provided on a project specific basis and shall be endorsed accordingly.
- The insurance shall include, but not be limited to, contingent liability for independent contractors, XCU coverage, and contractual liability.

### **c. Business Automobile Insurance:**

- \$1,000,000 each accident.
- The policy shall cover any auto used in the course of the project.

### **d. Builder's Risk or Installation Floater:**

This insurance shall be applicable according to the property risks associated with the project and commensurate with the contractual obligations specified in the contract documents.

### **e. Excess Liability Umbrella:**

- \$1,000,000 each occurrence; \$2,000,000 aggregate limit.
- This insurance shall provide excess coverage over each line of liability insurance required herein. The policy shall follow the form(s) of the underlying policies.

f. Scope of Insurance and Special Hazard:

The insurance required under the above paragraphs shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, against any insurable hazards which may be encountered in the performance of the Contract.

g. Proof of Coverage of Insurance:

The Contractor shall furnish the owner with satisfactory proof of coverage by insurance required in these Contract Documents in the amounts and by insurance carriers satisfactory to the Owner. The form to be used shall be the current Accord certificate of insurance form or such other form as the Owner may in its sole discretion deem acceptable. All insurance requirements made upon the Contractor shall apply to the subcontractors, should the Contractor's insurance not cover the subcontractor's work operations performed in the course of this contracted project.

**Additional Insurance Requirements:**

- a. The Owner, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- b. Certificates of insurance shall be delivered to LifePath Systems, contract administrator in the respective department as specified in the bid documents, 1515 Heritage Dr. Suite 105 McKinney, Texas, prior to commencement of work on the contracted project.
- c. Any failure on part of the Owner to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the Owner a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000 per occurrence unless otherwise approved by the Owner.
- g. In lieu of traditional insurance, Owner may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The Owner must approve in writing any alternative coverage.
- h. Workers' compensation insurance policy(s) covering employees employed on the project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the Owner.
- i. Owner shall not be responsible for the direct payment of insurance premium costs for contractor's insurance.

- j. Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by Owner shall not be called upon to contribute to loss recovery.
- k. In the course of the project, Contractor shall report, in a timely manner, to Owner's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- l. Contractor's liability shall not be limited to the specified amounts of insurance required herein.
- m. Upon the request of Owner, Contractor shall provide complete copies of all insurance policies required by these contract documents.

The Contractor shall provide a Payment Bond in the full amount of the contract. Contractor shall provide both Payment and Performance Bonds for the full amount of the contract. When the Guaranteed Maximum Prices (GMPs) for Phases I and II are agreed upon, the successful Proposer entering into a contract for the work will be required to give the Owner surety in a sum equal to the amount of the contract attributable to each phase. The form of the bond shall be as herein provided and the surety shall be acceptable to the Owner. All bonds furnished hereunder shall meet the requirements of Texas Government Code Section 2253, as amended.

Contractor shall apply for all City of McKinney Permits and for any other permits required by this project.

If the Contractor should fail to complete the work as set forth in the Plans and Specifications and Contract Documents within the time so stipulated, plus any additional time allowed as provided in the General Conditions, there shall be deducted from any monies due or which may thereafter become due him, the liquidated damages outlined in the General Conditions, not as a penalty but as liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

#### **Disclosure:**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Center must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Center. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the Center no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Center an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Center. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code Proposer should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Center to comply with the filing requirements of Chapter 176.

#### **Certificate of Interested Parties:**

Proposer is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Center prior to the award of the contract. A contract will not be enforceable or legally binding until the Center receives and acknowledges receipt of the properly completed Form 1295 from the Proposer.



**Prohibition Against Personal Interest in Contracts:**

No officer or employee of the Center shall have a financial interest, direct or indirect, in any contract with the Center, or shall be financially interested, directly or indirectly, in the sale to the Center of any land, materials, supplies or service, except on behalf of the Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his/her office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the Center, shall render the involved contract voidable.

**No Boycott of Israel:**

Pursuant to Texas Government Code, Chapter 2270, the Center agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (a) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (b) will not boycott Israel during the term of the contract.

**No Discrimination Against Firearm and Ammunition Companies:**

Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not discriminate against firearm and ammunition companies, as defined by Texas Government Code Chapter 2274; and (b) will not discriminate against firearm and ammunition companies during the term of the contract.

**Companies engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Proposer affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.





Executed effective as of the date signed by the Chief Executive Officer below.

**LIFEPATH SYSTEMS:**

<b>Collin County MHMR dba LifePath Systems</b>  By: _____ Name: Tammy Mahan Title: CEO  Date: _____  <b>Approval Recommended:</b>  By: _____ Name: _____  <b>Attest:</b>  By: _____ Name: Jennifer Morgan Title: CFO	<b>Contract Compliance Manager:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.  By: _____ Name: _____ Title: _____  <b>Approved as to Form and Legality:</b>  By: _____ Name: _____  <b>Contract Authorization:</b> <b>M&amp;C:</b> _____
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**CONTRACTOR:**

By: _____ Name: _____ Title: _____  Date: _____
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**Collin County MHMR dba LifePath Systems**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**  
**CONSTRUCTION MANAGER-AT-RISK AGREEMENT**

**SECTION A**  
**DEFINITIONS, PROCEDURES AND INTERPRETATIONS**

- A-1 CONTRACT DOCUMENTS.** By the term Contract Documents is meant all of the written and drawn documents setting forth or affecting the rights of the parties, including but not necessarily limited to, the Contract, General Conditions, Special Conditions, Specifications, Plans, Bonds and all Addenda and Amendments signed by all parties, Change Orders, written Interpretations and any written Field Order for a minor change in the Work.
- A-2 ENTIRE AGREEMENT.** The Contract Documents represent the entire agreement between the Parties, and no prior or contemporaneous, oral or written agreements, instruments or negotiations shall be construed as altering the terms and effects of the Contract Documents. After being executed, the Contract Documents can be changed only by a written Amendment, Change Order or Field Order signed by the Construction Manager at Risk ("CMAR") and the Owner.
- A-3 WORK.** By the term "Work" is meant all labor, supervision, materials and equipment necessary to be used or incorporated in order to produce the construction required by Contract Documents.
- A-4 EXECUTION OF THE CONTRACT DOCUMENTS.** The Contract Documents shall be executed in four originals, with all required attachments, including required bonds and insurance certificates, by the CMAR and the Owner in such form as may be prescribed by law and returned to the Owner within ten business days of delivery to CMAR. Failure to execute contracts and provide all required bonds and insurance will be grounds for revocation of award and taking of Bid Bond.
- A-5 FAMILIARITY WITH PROPOSED WORK.** Before filing a proposal, the CMAR shall examine carefully the proposal, plans, specifications, special provisions, and the form of contract to be entered into for the work contemplated. He shall examine the site of work and satisfy himself as to the conditions that will be encountered relating to the character, quality and quantity of work to be performed and materials to be furnished. The filing of a proposal by the bidder shall be considered evidence that he has complied with these requirements and has accepted the site as suitable for the work.
- Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated by the plans will not be allowed.
- A-6 ONE UNIFIED CONTRACT.** Insofar as possible, the Contract Documents will be bound together and executed as a single unified Contract, the intention of the Contract Documents being to provide for all labor, supervision, materials, equipment and other items necessary for the proper execution and completion of the Work. Words that have well-recognized technical or trade meanings are used herein in accordance with such recognized meanings.
- A-7 DIVISION OF WORK.** The arrangement of Drawings and/or Specifications into Divisions, Sections, Articles, or other Subdivisions shall not be binding upon the CMAR in dividing the work among Subcontractors or Trades.
- A-8 INTERPRETATIONS.** The Architect will furnish such Interpretations of the Plans and Specifications as may be necessary for the proper execution or progress of the work. Such Interpretations shall be furnished at the instance of the Architect or at the request of the CMAR, or Owner, and will be issued with reasonable promptness and at such times and in accordance with such schedule as may be agreed upon. Such Interpretations shall be consistent with the purposes and intent of the Plans and Specifications and may be effected by Field Order. In the event of any dispute between any of the parties to the Contract and the Architect or each other involving the interpretation of the Contract Documents, the evaluation of work or materials performed or furnished by the Architect, CMAR, or any subcontractor or materialman, or involving any question of fault or liability of any party, the decision of the Owner shall be final and binding.
- In the event of inconsistency in the contract documents, the following sequence for interpretation shall be used in order of precedence: Change Orders and/or Field Orders (by date of issuance); Addenda (by date of issuance); Drawings; Notes and dimensions on Drawings; Technical Specifications; Special Provisions; Supplementary General Conditions; General Conditions; and, Construction Contract.
- A-9 COPIES OF WORKING DRAWINGS AND SPECIFICATIONS.** The CMAR will furnish to the Owner three (3) sets of working Drawings, Three (3) sets of Specifications, and one (1) set in electronic format prior to starting work. CMAR shall pay the cost of reproduction for all other copies of Drawings and Specifications furnished to him.
- A-10 CORRELATION AND INTENT.** In general, the drawings indicate dimension, locations, positions, quantities, and kinds of construction; the specifications indicate the quality and construction procedures required. Work indicated on the drawings and not specified of vice-versa, shall be furnished as though set forth in both. Work not detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. If the drawings are in conflict or conflict with the specifications the better quality or greater quantity or work or materials shall be estimated and shall be furnished or included. Dimensions on drawings shall take precedence over small-scale drawings. Drawings showing locations of equipment, piping, ductwork, electrical apparatus, etc., are diagrammatic and job conditions may not allow installation in the exact location shown. Relocation shall not occur without the Architects approval.
- A-11 AGE.** In accordance with the policy ("Policy") of the Executive Branch of the federal government, CMAR covenants that



neither it nor any of its officers, members, agents, employees, program participants or subcontractors, while engaged in performing this contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

CMAR further covenants that neither it nor its officers, members, agents, employees, subcontractors, program participants, or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory equipment.

CMAR warrants it will fully comply with the Policy and will defend, indemnify and hold the Owner harmless against any claims or allegations asserted by third parties or subcontractor against the Owner arising out of CMAR's and/or its subcontractors' alleged failure to comply with the above referenced Policy concerning age discrimination in the performance of this agreement.

- A-12** **DISABILITY.** In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), CMAR warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of CMAR or any of its subcontractors. CMAR warrants it will fully comply with ADA provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the Owner harmless against any claims or allegations asserted by third parties or subcontractors against arising out of CMAR's and/or its

subcontractors' alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

## **SECTION B IDENTITY OF ARCHITECT**

- B-1** **CONTRACT ADMINISTRATION.** The Architect is the person or person lawfully licensed to practice architecture identified as such in the Agreement. The Architect is retained by the Owner to prepare the construction documents and represent the Owner during the construction phase as directed by the Owner.
- B-2** **DUTIES OF THE ARCHITECT.** As used herein, the term Architect means the Architect or his authorized representative. Nothing contained in these Contract Documents shall create any privity of contract between the Architect and the CMAR.
- B-3** **ARCHITECT AS REPRESENTATIVE OF THE OWNER.** The Architect will have authority to act as the representative of the Owner to the extent provided in the Contract Documents unless changed in writing by the Owner. The Architect will be available for conferences and consultations with the Owner or the CMAR at all reasonable times.
- B-4** **ACCESS TO JOB SITES.** The Architect shall at all times have access to the Work whenever it is in preparation and progress. The CMAR shall provide facilities for such access so the Architect may perform its assigned functions under the Contract Documents.

The Architect will make periodic visits to the Site to familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract documents. On the basis of on-site observations, the Architect will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of the CMAR. Based upon such observations and the CMAR's applications for payments, the Architect will make determinations and recommendations concerning the amounts owing to the CMAR and will issue certificates for payment amounts.

- B-5** **INTERPRETATIONS.** The Architect will be, in the first instance, the interpreter of the requirements of the Plans and Specifications and the judge of the performance thereunder by the CMAR, subject to the final decision of the Owner.

The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

- B-6** **AUTHORITY TO STOP WORK.** The Architect will have authority to reject work that does not conform to the Plans and Specifications. In addition, whenever, in its reasonable opinion, the Architect considers it necessary or advisable in order to ensure the proper realization of the intent of the Plans and Specifications, the Architect will have authority to require the CMAR to stop the Work or any portion thereof, or to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed.

- B-7** **MISCELLANEOUS DUTIES OF ARCHITECT.**

**Shop Drawings.** The Architect will review Shop Drawings and Samples as provided in Section D. The Architect will provide two copies of each approved Shop Drawing and submittal to the Owner.

**Change Orders** Change Orders and Field Orders for Minor Changes in the Work will be issued by the Owner through the Architect in accordance with the provisions of Section L.

**Guarantees.** The Architect will receive on behalf of the Owner all written guarantees and related documents required of the



CMAR. Upon completion of the project the CMAR shall provide the Architect five copies of each guarantee. The Architect will provide three copies of each guarantee to the Owner.

Inspections The Architect will conduct inspections for the purpose of determining and making his recommendations concerning the dates of substantial completion and final completion.

Operation and Maintenance Manuals. The Architect will receive on behalf of the Owner, six copies of all applicable equipment installation, operation, and maintenance brochures and manuals required of the CMAR. The Architect will provide three copies of this information to the Owner.

**B-8** **TERMINATION OF THE ARCHITECT.** In case of the termination of the employment of the Architect by the Owner, the Owner shall either assume the duties of the Architect through the designated representative or shall appoint a successor Architect against whom the CMAR makes no reasonable objection.

**B-9** **CONTRACT WITH ARCHITECT PREVAILS.** CMAR understands and acknowledges that Owner and Architect have entered into a modified AIA B101-2017 Standard Form of Agreement Between Owner and Architect. If there is a deviation between Architect's obligations, responsibilities, and duties set for in this contract and the contract between Owner and Architect, the contract between Owner and Architect will prevail. A copy of the contract between the Owner and Architect will be provided to Contractor.

### **SECTION C OWNER**

**C-1** **IDENTIFICATION.** By the term Owner is meant LifePath Systems acting herein by its duly authorized representatives in the manner provided by law. Authorized representatives include the CEO or designee Generally speaking a designated representative will be identified from within the Facilities Department to act as a point of contact for day-to-day contract administration.

**C-2** **DUTIES OF THE OWNER.** The Owner shall furnish surveys describing the physical characteristics, legal limits and utility locations for the site of the Work; provided, however, that the CMAR hereby covenants that he has inspected the premises and familiarized himself therewith and that the locations of utilities and other obstacles to the prosecution of the Work as shown on the Owner's survey are for information only, are not binding upon the Owner, and the Owner shall not incur any liability for loss or damage by virtue of any inaccuracies or deficiencies in such surveys. The Owner shall secure all necessary land rights to the site and all necessary permanent or construction easements. The CMAR understands and acknowledges that Owner has a long-term ground lease to the site in place with Collin County, Texas. The Owner will cooperate with the CMAR in the prosecution of the Work in such manner and to such extent as may be reasonable and shall furnish information under its control with reasonable promptness at the request of the CMAR.

**C-3** **INSTRUCTIONS.** The Owner shall issue all instructions to the CMAR through the Architect.

**C-4** **ACCESS TO JOB SITE.** The Owner shall at all times have access to the Work whenever it is in preparation and progress. The CMAR shall provide facilities for such access so the Owner may perform its assigned functions under the Contract Documents.

**C-5** **PROGRESS INSPECTIONS.** The Owner and the Architect will make visits to the Site to familiarize themselves with the progress and quality of the Work and to determine if the work is proceeding in accordance with the Contract documents. On the basis of on-site observations and reports provided by the Architect concerning the progress and quality of the work, the Owner will approve and authorize the CMAR's applications for payments.

**C-6** **AUTHORITY TO STOP WORK.** The Owner will have authority to reject work that does not conform to the Plans and Specifications. Whenever, in its reasonable opinion, the Owner considers it necessary or advisable in order to insure the proper realization of the intent of the Plans and Specifications, the Owner will have authority to require the CMAR to stop the work or any portion thereof, or to require the CMAR to stop the Work or any portion thereof, or to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed.

**C-7** **SUBSTANTIAL COMPLETION INSPECTION.** Upon agreement of the CMAR and Architect that the Work is substantially complete, the Owner will schedule a Substantial Completion Inspection to be conducted by the Architect and attended by representatives of the Architect, Owner and CMAR. Items identified during this inspection as being incomplete, defective, or deficient shall be incorporated into a punch list to be prepared by the Architect and attached to the AIA document G704, which is to be prepared and signed by the CMAR, and accepted, approved and signed by the Owner.

**C-8** **RIGHT TO AUDIT:**

CMAR agrees that the Owner shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the CMAR involving transactions relating to this contract.



CMAR further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Owner shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions to the subcontract. The term "subcontract" as used herein includes purchase orders.

CMAR agrees to photocopy such documents as may be requested by the Owner. The Owner agrees to reimburse CMAR for the costs of copies at the rate published in the Texas Administrative Code.

#### **SECTION D CONSTRUCTION MANAGER AT RISK(CMAR)**

**D-1 IDENTIFICATION.** The Construction Manager at Risk ("CMAR") is the person or organization identified as such in the Contract. The term CMAR means the Contractor or his authorized representative. The term Contractor is synonymous with CMAR in his performance of the construction portion of the Project. The duties of the CMAR are as follows: CMAR shall work with the Architect prior to construction to analyze the Architect's design, including the Plans and Specifications, to ensure the feasibility and constructability of the Project design, and to assist in bringing the estimated construction cost of the Project within the Construction Budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the Project; and

The CMAR will propose a Guaranteed Maximum Price ("GMP") for the construction of the Project, which is within the Construction Budget, after or during completion of the pre-construction services.

The CMAR will serve as general contractor for the Project during the construction phase including the selection of subcontractors and prompt payment to the subcontractors.

**D-2 INDEPENDENT CONTRACTOR.** Contractor shall perform all work and services hereunder as an independent contractor, not as an officer, agent, or employee of the Owner. Contractor shall have exclusive control of and the exclusive right to control the details of the work and services performed hereunder, and all persons performing same, and Contractor shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be construed as creating a partnership or joint enterprise between the Owner and the Contractor, its officers, agents and employees, and the doctrine of respondent superior shall not apply.

**D-3 SUBLETTING.** It is further agreed that the performance of this Contract, either in whole or in part, shall not be sublet or assigned to anyone else by said Contractor without the prior written consent of the Owner.

**D-4 REVIEW OF CONTRACT DOCUMENTS.** The CMAR shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and modifications and shall at once report to the Owner and to the Architect any error, inconsistency or omission he may discover. CMAR shall do no work without Drawings, Specifications and Interpretations.

**D-5 SUPERVISION.** CMAR shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, safety, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents.

**D-6 LABOR AND MATERIALS.** Unless otherwise specifically noted, CMAR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.

CMAR will use its reasonable best efforts to hire or contract with local laborers, workmen and materialmen. This general condition is not to be construed as limiting the right of the CMAR to employ laborers, workmen or materialmen from outside local area.

CMAR shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him.

**D-7 PREVAILING WAGE RATE.** CMAR agrees to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing wage of per diem wages for a legal holiday and overtime work to all laborers, workmen and mechanics employed on the Work under this Contract. CMAR agrees to pay at least the minimum wage per hour for all labor as the same is classified and set out by the Owner, a copy of which is attached hereto and made a part hereof the same as if it were copies verbatim herein.

**D-8 WARRANTY.** CMAR warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by the Architect or the Owner, CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.



The warranty provided in this Section shall be in addition to and not in limitation of any other warranty or remedy provided by law or the Contract Documents.

- D-9 TAXES.** CMAR is exempt from State Sales Tax on material incorporated into the finished construction, Excise and Use Tax.
- D-10 LICENSES, NOTICES AND FEES.** CMAR shall obtain all Permits, Licenses, Certificates, and Inspections, whether permanent or temporary, required by law or these Contract Documents. Separate permits may be required for each work location. It is the responsibility of the contractor to ensure all permits are kept active and do not expire. The contractor will be responsible for any reinstatement fees due to expired permits.
- CMAR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes or becomes aware that any of the Contract Documents are at variance with any such laws, ordinances, rules, regulations, and orders in any respect, it shall promptly notify the Architect in writing and any necessary changes will be made. If the Contractor performs any work knowing that it is in violation of, or contrary to, any of such Laws, Statutes, Charter, Ordinances, Orders or Directives, or Regulations without furnishing Notice to the Architect, CMAR will assume full responsibility therefore and bear all costs attributable thereto.
- D-11 CASH ALLOWANCES.** CMAR shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. CMAR's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the GMP and not in the allowance. CMAR shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Architect may direct, but it will not be required to employ persons against whom he makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the GMP shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, field overhead, profit and other direct expenses or savings resulting to the CMAR from any increase or decrease in the original allowance.
- D-12 SUPERINTENDENT.** CMAR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner. The superintendent shall represent the CMAR and all communications given to the superintendent shall be binding as if given to the CMAR. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.
- D-13 RESPONSIBILITIES FOR EMPLOYEES AND SUBCONTRACTORS.** The CMAR shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the CMAR.
- D-14 FAILURE TO COMMENCE WORK.** Should the CMAR fail to begin the work herein provided for within the time herein fixed or to carry on and complete the same according to the true meaning of the intent and terms of said Plans, Specifications and Contract Documents, then the Owner shall have the right to either demand the surety to take over the work and complete same in accordance with the Contract Documents or to take charge of and complete the work in such a manner as it may deem proper, and if, in the completion thereof, the cost to the Owner shall exceed the contract price or prices set forth in the plans and specifications made a part hereof, the CMAR and/or its Surety shall pay said Owner on demand in writing, setting forth and specifying an itemized statement of the total cost thereof, said excess cost.
- D-15 PROGRESS SCHEDULE.** CMAR, immediately after execution of the contract, shall prepare and submit for the Architect's approval, an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project. This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the Work, subject to the Architect's approval. It shall also indicate the dates for submission and approval of shop drawings and submittals as well as the delivery schedule for major pieces of equipment and/or materials.
- CMAR shall update the progress schedule monthly and submit to the Owner and Architect for approval with the CMAR's monthly progress payment requests. This Schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties. The document shall be a critical path method schedule (CPM). The CPM Schedule must identify all major milestones through Project Final Completion. The CPM Schedule shall be created and maintained in accordance with the Owner's Specifications using the Owner specified format and software. The Construction Schedule shall be developed and managed using Primavera P6. During construction, a monthly schedule update shall be furnished to the Owner in both Adobe PDF and native P6. XER format.
- D-16 DRAWINGS AND SPECIFICATIONS AT THE SITE.** The CMAR shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Changes and Amendments in good order and marked to record all changes made during construction. These shall also be available to the Architect. The Drawings, marked to record all changes made during construction, shall be delivered to the Architect upon completion of the Work, and the Architect will prepare, and provide to the Owner, one complete set of reproducible record drawings of the work.





**D-17** **SHOP DRAWINGS AND SAMPLES.** Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor, and which illustrate some portion of the Work.

Samples are physical examples furnished by the CMAR to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged.

The CMAR shall review, stamp with its approval, and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, normally within the first 90 days of the work, six copies of all shop Drawings and Samples required by the Contract Documents or subsequently by the Architect as covered by changes or amendments. Shop Drawings and Samples shall be properly identified as specified, or as the Architect may require. At the time of submission, the CMAR shall inform the Architect in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

By approving and submitting Shop Drawings and Samples, the CMAR thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each shop drawing given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Architect will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The CMAR shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until approved. The CMAR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Architect on previous submissions.

The Architect's approval of Shop Drawings or Samples shall not relieve the CMAR of responsibility for any deviation from the requirements of the Contract Documents unless the CMAR has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. Architect's approval of the shop drawings shall not relieve the CMAR from responsibility for errors or omissions in the Shop Drawings or Samples.

No portion of the Work requiring a Shop Drawing or Sample submission shall be commenced until the Architect has approved the submittal. All such portions of the Work shall be in accordance with approved Shop Drawings and Samples.

**D-18** **SITE USE.** The CMAR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment. Until acceptance of the work by the Owner, the entire site of the Work shall be under the exclusive control, care, and responsibility of the CMAR. CMAR shall take every precaution against injury or damage to persons or property by the action of the elements or from any other cause whatsoever. The CMAR shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portions of the Work occasioned by any of the above, caused before acceptance.

**D-19** **CUTTING AND PATCHING OF WORK.** The CMAR shall do all cutting, fitting, or patching of its Work that may require to make its several parts fit together properly, and shall not endanger any Work by cutting, excavating or otherwise altering the Work or any part of it.

**D-20** **CLEAN UP.** The CMAR at all times shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the Work, it shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Work "Broom-clean" or its equivalent, except at otherwise specified. In addition to removal of rubbish and leaving the buildings "broom-clean", CMAR shall clean all glass, replace any broken glass, remove stains, spots, marks and dirt from decorated work, clean hardware, remove paint spots and smears from all surfaces, clean fixtures and wash all concrete, tile, and terrazzo floors.

If the Contractor fails to clean up, the Owner may do so, and the cost thereof shall be charged to the Contractor.

**D-21** **COMMUNICATIONS.** As a general rule, the CMAR shall forward all communications to the Owner through the Owners representation, and in all other instances the CMAR shall furnish the Architect a copy of any communication sent directly to the Owner.

**D-22** **Buy Out** Buyout Contingency is a separate fund accumulated during the contracting of individual subcontractors. Buyout is the difference the original estimated value for the services included as part of the detailed GMP minus the contracted value of each subcontract from bidding the work. Buyout contingency shall remain with the project until final acceptance and is for

the mutual use by both the CMAR and the Owner. Use of the buyout contingency requires prior consent of both parties. The Contractor shall maintain a buyout log showing the original GMP estimated value, the contracted value, and the differences through bidding. The CMAR shall share the results of subcontractor bidding and final contract value immediately with the owner on the updated buyout log and is required to be submitted to the Owner's representation monthly. At final acceptance, 100% of the remaining balance shall be returned to the Owner through change order.



- D-23** **BUYOUT CONTINGENCY** The GMP proposal shall include a listing of all subcontracts estimates in-CSI Master Format. When subcontracts are executed, the difference between the original estimate and the actual contracted shall be managed as "buyout contingency". These funds are to remain with the contract until final acceptance. The buyout contingency can be used by either the owner or the CMAR, but only with the prior consent of both parties.

## **SECTION E SUBCONTRACTORS**

- E-1** **DEFINITION.** A Subcontractor is a person or organization that has a direct contract with the CMAR to perform any of the work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- Nothing contained in the Contract, Documents shall create any contractual relation between the Owner and the Architect and any subcontractor or any of his sub-subcontractors or materialmen.
- E-2** **AWARD OF SUBCONTRACTS.** The CMAR shall comply with all requirements of Section 271.118 and Chapter 252, Texas Local Government Code, in advertising and awarding contracts to subcontractors. Owner shall comply with the requirements of Section of 271.118(j), Texas Local Government Code.

CMAR must publicly advertise and solicit competitive bids or competitive sealed proposals for all major elements of work other than General Conditions. To Self-Perform work, the CMAR must submit a bid or proposal in same manner as trade subcontractors and subcontractors in accordance with Texas Gov't Code § 2269.255 (see Part II.D.1.e – CMAR Bidding on Work Packages),

The CMAR shall not make any substitution for any Subcontractor or person or organization that has been accepted by the Owner, and the Architect, unless the substitution is also acceptable to the Owner and the Architect.

- E-3** **TERMS OF SUBCONTRACTS.** All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the CMAR and the Subcontractor (and where appropriate between Subcontractors and Sub- subcontractors) which shall contain provisions that:
- preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
  - require that such Work be performed in accordance with the requirements of the Contract Documents;
  - require submission to the CMAR of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment;
  - require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the CMAR (via any Subcontractor or Sub-subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the CMAR upon the Owner;
  - waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance, except such rights, if any, as they may have to proceeds of such insurance held by the Owner, and, obligate each Subcontractor specifically to consent to the provisions of this Section.
- All of the provisions set out in this section shall be deemed to have been included in every subcontract, and every subcontract shall be so construed and applied as to the Owner and the Architect, whether or not such provisions are physically included in the sub- contract.

- E-4** **PAYMENTS TO SUBCONTRACTORS.** The CMAR shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the CMAR on account of such Subcontractor's Work. The CMAR shall also require each Subcontractor to make similar payments to hissubcontractors.
- If the Architect refuses to issue a Certificate for Payment for any because which is the fault of the CMAR and not the fault of a particular subcontractor, the CMAR shall pay that Subcontractor on demand, made at any time after the Certificate for Payment would otherwise have been issued, for his Work to the extent completed, less the retained percentage.
- The CMAR shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and he shall require each Subcontractor to make similar payments to his Subcontractors.
- The Architect may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the CMAR on account of Work done by such Subcontractors.
- Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor.



## SECTION F SEPARATE CONTRACTS

**F-1** **OWNER'S RIGHT.** The Owner reserves the right to award separate contracts in connection with other portions of the Work. When separate contract are awarded for other portions of the Work, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.

**F-2** **MUTUAL RESPONSIBILITY OF CONTRACTORS.** The CMAR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the CMAR's Work depends for proper execution or results upon the work of any other separate contractor, the CMAR shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the CMAR to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

Should the CMAR cause damage to the work or property of any separate contractor on the site, the CMAR shall, upon due notice, settle with such other contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the CMAR who shall defend against such suit at the Contractor's expense, and if any judgment against the Owner arises therefrom, the CMAR shall pay or satisfy such judgment and shall reimburse the Owner for all attorney's fees, court costs and expenses which the Owner has incurred in connection with such suit.

**F-3** **CUTTING AND PATCHING UNDER SEPARATE CONTRACTS.** The CMAR shall do all cutting, fitting or patching of his Work that may be required to fit it to receive or be received by the work of other contractors shown in the Contract Documents. The CMAR shall not endanger any work or any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Architect.

Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

**F-4** **OWNER'S RIGHT TO CLEAN UP.** If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the several contractors as the Owner or Owners representative shall determine to be just.

## SECTION G MISCELLANEOUS PROVISIONS

**G-1** **CONFLICT OF LAWS.** The Contractor must familiarize himself and strictly comply with all Federal, State, and County and City Laws, Statutes, Charter, Ordinances, Regulations, or Directives controlling the action or operation of those engaged upon the work affecting the materials used. He shall indemnify and save harmless the Owner and all of its officers and agents against any claim or liability arising from or based on the violation of any such Laws, Statutes, Charter, Ordinances, Regulations, or Directives, whether by himself, his employees, agents or subcontractors.

**G-2** **GOVERNING LAWS AND VENUE.** It is mutually agreed and understood that this agreement is made and entered into by the parties hereto with reference to the existing Charter and Ordinances of the City of McKinney and the laws of the State of Texas with reference to and governing all matters affecting this Contract, and the Contractor agrees to fully comply with all the provisions of the same. Venue for any cause of action arising out of this Contract shall lie exclusively in the state courts

of Collin County, Texas and contracts consents to such jurisdiction.

**G-3** **COMPLIANCE WITH LAWS.** CMAR agrees to comply with all laws, Federal, state and local, including all ordinances, rules and regulations of the City of McKinney, Texas. Materials incorporated into the finished Project are not subject to State Sales Tax.

CMAR and any subcontractors are responsible for obtaining construction permits from the governing agencies. CMAR shall schedule all code inspections with the Code Inspection Division in accordance with the permit requirements and submit a copy of updated schedule to the Construction manager weekly. Building, plumbing, electrical and mechanical building permits are issued without charge. Water and sewer access fees and impact fees will be paid by the Owner. Any other permit fees are the responsibility of the Contractor.

**G-4** **INDEMNIFICATION:** CMAR covenants and agrees to indemnify Owner's engineer and architect, and their personnel at the project site for CMAR's sole negligence. In addition, CMAR covenants and agrees to indemnify, hold harmless and defend, at its own expense, the Owner, its officers, servants and employees, from and against any and all claims or suits for property loss, property damage, personal injury, including death, arising out of, or alleged to arise out of, the work and services to be performed hereunder by CMAR, its officers, agents, employees, subcontractors, licensees or invitees, whether or not any such injury, damage or death is caused, in whole or in part, by the negligence or alleged negligence of Owner, its officers, servants, or employees.



CMAR likewise covenants and agrees to indemnify and hold harmless the Owner from and against any and all injuries to Owner's officers, servants and employees and any damage, loss or destruction to property of the Owner arising from the performance of any of the terms and conditions of this Contract, whether or not any such injury or damage is caused in whole or in part by the negligence or alleged negligence of Owner, its officers, servants or employees.

In the event Owner receives a written claim for damages against the CMAR or its subcontractors prior to final payment, final payment shall not be made until CMAR either (a) submits to Owner satisfactory evidence that the claim has been settled and/or a release from the claimant involved, or (b) provides Owner with a letter from CMAR's liability insurance carrier that the claim has been referred to the insurance carrier.

**G-5** **SUCCESSORS AND ASSIGNS.** Except as provided in Paragraph E-2, this contract shall be binding upon and insure to the benefit of the parties hereto, their Successors or Assigns. CMAR shall not assign or sublet all or any part of this Contract or his rights or duties hereunder without the prior written consent of the Owner. Any such purported assignment or subletting without the prior written consent of Owner shall be void.

**G-6** **WRITTEN NOTICE.** Written Notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

**G-7** **SURETY BONDS:** Surety Bonds are required on all Owner contracts in excess of \$25,000. CMAR agrees, on the execution of the contract to make, execute and deliver to said Owner good and sufficient surety bonds for the faithful performance of the terms and stipulations of the Contract and for the payment to all claimants for labor and/or materials furnished in the prosecution of the work, such bonds being as provided and required in Chapter 2253, Texas Government Code.

Bonds shall be made on the forms furnished by or otherwise acceptable to the Owner. Both the Contractor and the Surety Company shall properly execute each bond. A Performance Bond shall be executed, in the amount of the contract conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall solely be for the protection of the Owner.

In order for a surety to be acceptable to the Owner, the surety must (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the state of Texas and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the Owner upon request. The Owner, in its sole discretion, will determine the adequacy of the proof required herein.

No sureties will be accepted by the Owner that are at the time in default or delinquent on any bonds or which are interested in any litigation against the Owner. Should any surety on the contract be determined unsatisfactory at any time by the Owner, notice will be given to the CMAR to that effect and the CMAR shall immediately provide a new surety satisfactory to the Owner.

**G-8** **OWNER'S RIGHT TO CARRY OUT THE WORK.** If the CMAR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, without prejudice to any other remedy he may have, enter the site and make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CMAR the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR or its surety shall pay the difference to the Owner.

**G-9** **ROYALTIES AND PATENTS.** The CMAR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof and shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; however, if the CMAR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Architect.

**G-10** **LAYING OUT WORK.** The CMAR shall verify dimensions and elevations indicated in layout of existing work. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to Architect for adjustment before work affected is performed. Failure to make such notification shall place responsibility upon CMAR to carry out work in satisfactory workmanlike manner at the CMAR's sole expense.

The CMAR shall be held responsible for the location and elevation of all the construction contemplated by the Construction Documents.

Prior to commencing work, the CMAR shall carefully compare and check all Architectural, Structural, Mechanical and Electrical drawings; each with the other that in any affects the locations or elevation of the work to be executed by him, and should any discrepancy be found, he shall immediately report the same to the Architect for verification and adjustment. Any duplication of work made necessary by failure or neglect on his part to comply with this function shall be done at the CMAR's sole expense.



- G-11 MEASUREMENTS:** Before ordering any material or doing any work, the CMAR shall verify all measurements at the site or at the building and shall be wholly responsible for the correctness of same. No extra charge or compensation will be allowed on account of any difference between actual dimensions and dimensions indicated on the drawings. Any difference which may be found shall be submitted to the Architect for consideration and adjustment before proceeding with the project.
- G-12 EXISTING OVERHEAD OR UNDERGROUND WORK.** The CMAR shall carefully check the site where the project is to be erected and observe any existing overhead wires and equipment. Any such work shall be moved, replaced, or protected, as required, whether or not shown or specified at the CMAR's sole expense.
- Attention is directed to the possible existence of pipe and other underground improvements that may or may not be shown on the Drawings. All reasonable precautions shall be taken to preserve and protect any such improvements whether or not shown on the Drawings.
- Location of existing underground lines shown on the Drawings are based on the best available sources but are to be regarded as approximate only. Exercise extreme care in locating and identifying these lines before excavation in adjacent areas.
- G-13 ALIGNMENT OF JOINTS IN FINISH MATERIALS.** It shall be the responsibility of the CMAR to make certain in the installation of jointed floor, wall and ceiling materials that:
- Preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- Place joints to relate to all opening and breaks in the structure and be symmetrically placed wherever possible. This includes heating registers, light fixtures, equipment, etc.
- If because of the non-related sizes of the various materials and locations of openings, etc., it is not possible to accomplish the above, the CMAR shall request the Architect to determine the most satisfactory arrangement. The CMAR shall establish centerlines for all trades.
- G-14 INTEGRATING EXISTING WORK.** The CMAR shall protect all existing street and other improvements from damages. CMAR's operations shall be confined to the immediate vicinity of the new work and shall not in any interfere with or obstruct the ingress or egress to and from existing adjacent facilities.
- G-15. HAZARDOUS MATERIAL CERTIFICATION:** It is the intent of the contract documents, whether expressly stated or not, that nothing containing hazardous materials, such as asbestos, shall be incorporated into the project. CMAR shall exercise every reasonable precaution to ensure that hazardous materials are not incorporated into any portion of the project, including advising all materials suppliers and subcontractors of this requirement. The CMAR shall verify that components containing lead do not contact the potable water supply.
- G-16 LOCATION OF EQUIPMENT AND PIPING.** Drawing showing location of equipment, piping, ductwork, etc. are diagrammatic and job conditions may not always permit their installation in the location shown. When this situation occurs, it shall be brought to the Architect's attention immediately and the relocation determined in a joint conference. The CMAR will be held responsible for the relocating of any items without first obtaining the Architect's approval. He shall remove and relocate such items at his own expense if so directed by the Architect. Where possible, uniform margins are to be maintained between parallel lines and or adjacent wall, floor or ceiling surfaces.
- G-17 OVERLOADING.** The CMAR shall be responsible for loading of any part or parts of structures beyond their safe carrying capacities by placing of materials, equipment, tools, machinery, or any other item thereon. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.
- G-18 MANUFACTURER'S INSTRUCTIONS.** Where it is required in the Specifications that materials, products, processes, equipment, or the like be installed or applied in accordance with manufacturer's instructions, direction or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar or those at the job site. Six copies of such instructions shall be furnished to the Architect and his approval thereof obtained before work is begun.
- G-19 CLEANING UP.** The CMAR shall keep the premises free from accumulation of waste material or rubbish caused by employees, its subcontractors or as a result of the work.

**At completion of work, the CMAR shall, immediately prior to final inspection of complete building, execute the following final cleaning work with trained janitorial personnel and with material methods recommended by the manufactures of installed materials.**

Sweep and buff resilient floors and base, and vacuum carpeting.



Dust all metal and wood trim and similar finished materials.

Clean all cabinets and casework.

Dust all ceilings and walls.

Dust, and if necessary wash, all plumbing and electrical fixtures.

Wash all glass and similar non-resilient materials.

All hardware and other unpainted metals shall be cleaned and polished and all equipment and paint or decorated work shall be cleaned and touched-up if necessary, and all temporary labels, tags, and paper coverings removed throughout the buildings. Surfaces that are waxed shall be polished.

The exterior of the building, the grounds, approaches, equipment, sidewalks, streets, etc. shall be cleaned similar to interior of buildings and left in good order at the time of final acceptance. All paint surfaces shall be clean and unbroken, hardware shall be clean and polished, all required repair work shall be completed and dirt areas shall be scraped and cleared of weed growth.

Clean all glass surfaces and mirrors of putty, paint materials, etc., without scratching or injuring the glass and leave the work bright, clean and polished. Cost of this cleaning work shall be borne by CMAR.

Cleaning, polishing, scaling, waxing and all other finish operations indicated on the Drawings or required in the Specifications shall be taken to indicate the required condition at the time of acceptance of all work under the Contract.

Burning: Burning of rubbish on the premises will not be permitted.

**G-20** **DUST CONTROL.** Precaution shall be exercised at all times to control dust created as a result of any operations during the construction period. If serious problems or complaints arise due to air-borne dust, or when directed by the Architect, operations causing such problems shall be temporarily discontinued and necessary steps taken to control the dust.

**G-21** **FIRE PROTECTION.** The CMAR shall at all times maintain good housekeeping practices to reduce the risk of fire damage or injury to workmen. All scrap materials, rubbish and trash shall be removed daily from in and about the building and shall not be scattered on adjacent property.

Suitable storage space shall be provided outside the immediate building area for storing flammable materials and paints; no storage will be permitted in the building. Excess flammable liquids being used inside the building shall be kept in closed metal container and removed from the building during unused periods.

A fire extinguisher shall be available at each location where cutting or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of incombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

The CMAR shall provide fire extinguishers in accordance with the recommendations and NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of two fire extinguishers shall be available for each floor of construction.

**G-22** **CUTTING AND PATCHING.** Wherever cutting and removal of portions of the existing work is indicated, such work shall be neatly sawed or cut by CMAR in a manner that will produce a neat straight line, parallel to adjacent surfaces or plumb for vertical surfaces. Care should be exercised not to damage any work that is to remain.

At no time shall any structural members be cut without written consent from the Architect.

**G-23** **PROJECT CLOSEOUT.**

Final Inspection, Record Drawings: Attention is called to General Conditions Section I entitled, "Payments and Completion."

Maintenance Manual: Sheets shall be 8 ½" x 11", except pull out sheets may be neatly folded to 8 ½" x 11". Manuals shall be bound in plastic covered, 3 ring, loose leaf binder with title of project lettered on front and shall contain:

- 1) Name, address, and trade of all sub-contractors.
- 2) Complete maintenance instructions; name, address, and telephone number of installing CMAR, manufacturer's local representative, for each piece of operative equipment.
- 3) Catalog data on plumbing fixtures, valves, water heaters, heating and cooling equipment, temperature control, fan, electrical panels, service entrance equipment and light fixtures.
- 4) Manufacturer's name, type, and color designation for resilient floors, windows, doors, concrete block, paint, roofing, other materials.

Submit two electronic and 1 hard copy Maintenance Manual, prior to request for final payment.



Operational Inspection and Maintenance Instruction: The CMAR shall provide at its expense, competent manufacturer's representatives to completely check out all mechanical and electrical systems and items covered by the Drawings and Specifications. This requirement shall be scheduled just prior to and during the initial startup. After all systems are functioning properly the representatives shall instruct maintenance personnel of the Owner in the proper operation and maintenance of each item.

**GUARANTEE AND EXTENDED GUARANTEE.** Upon completion of the Project, prior to final payment, guarantees required by technical divisions of Specifications shall be properly executed in quadruplicate by subcontractors and submitted through the CMAR to Architect. Delivery of guarantees shall not relieve CMAR from any obligation assumed under Contract.

The CMAR shall guarantee the entire Project for one year. In addition, where separate guarantees, for certain portions of work, are for longer periods, CMAR's guarantee shall be extended to cover such longer periods. Manufacturer's extended warranties shall be included in this contract.

Guarantees shall become valid and operative and commence upon issuance of Certificate of Inspection and Acceptance by Owner. Guarantees shall not apply to work where damage is result of abuse, neglect by Owner or his successor(s) in interest.

CMAR agrees to warrant its work and materials provided in accordance with this contract and the terms of the Technical Specifications contained herein. Unless supplemented by the Technical Specifications or the manufacturer's normal extended warranties, the CMAR shall warrant all work materials, and equipment against defects for a period of one year from the date of final acceptance. CMAR further agrees to bear all costs of making good all work that is found to be defective or not provided in accordance with the Contract Documents. Additionally if the facility or contents are damaged due to defective materials or workmanship of the CMAR, the CMAR further agrees to bear all cost of repairing and/or replacing damaged items and components to bring such items back to at least their original condition.

- G-24** **RECORD DRAWINGS.** Upon completion of the Work and prior to application for final payment, one print of each of the drawings accompanying this specification shall be neatly and clearly marked in red by the CMAR to show variations between the construction actually provided and that indicated or specified in the Contract Documents. The annotated documents shall be delivered to Architect. Where a choice of materials and/or methods is permitted herein and where variations in the scope or character of the work from the entire work indicated or specified are permitted either by award of bidding items specified for that purpose, or by subsequent change to the drawings, the record drawings shall define the construction actually provided. The representation of such variations shall conform to standard drafting practice and shall include supplementary notes, legends and details which may be necessary for legibility and clear portrayal of the actual construction. The record drawings shall indicate, in addition, the actual location of all sub-surface utility lines, average depth below the surface and other appurtenances.
- G-25** **CONSTRUCTION FENCE.** At the CMAR's option, it may provide a substantial chain-link construction fence around all or a part of the site. The fences and gates must be maintained throughout the construction period. Remove the fences and gates upon completion of the Project and restore the site to the required original or contract condition.
- G-26** **PRODUCT DELIVERY, STORAGE, HANDLING.** CMAR shall handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damage, deterioration and loss, including theft (and resulting delays), thereby ensuring highest quality results as the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at project site prior to installation.
- G-27** **REMOVAL OF SALVAGED MATERIAL.** The CMAR shall remove salvaged material and equipment from the Project site and dispose of it in accordance with the law. Equipment or material identified in the Specifications or Plans for Owner salvage shall be carefully removed and delivered to the Owner at any location within the City limits as directed by the Owner.
- G-28** **MANUFACTURER'S REFERENCE:** Catalog, brand names, and manufacturer's references are descriptive, not restrictive. Bids on brands of like nature and quality will be considered. CMAR shall inform the Owner of any substitutions intended for the project within 5 business days of execution of the contract. Failure to inform the Owner of substitute projects will obligate the CMAR to provide the specified material. Within 14 days after execution of the contract and upon request of the architect or contractor, the CMAR will submit a full sized sample and/or detailed information as required allowing the architect to determine the acceptability of proposed substitutions. Where equipment has been listed as "no substitute accepted", the Owner will accept no alternates to the specified equipment.

## **SECTION H CONTRACT TIME**

- H-1** **DEFINITIONS.** The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

The date of commencement of the Work is the date established in the Notice to Proceed. If there is no notice to proceed, it shall be the date of the Agreement, or such other date as may be established therein.

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect with the approval of the Owner that construction is sufficiently complete, in accordance with the Contract Documents, so the Owner





may occupy the Work or designated portion thereof for the use for which it is intended. Final acceptance of the completed work or any portion thereof can be made only by Owner, and no other form of acceptance will be binding upon the Owner.

A calendar day constitutes 24 hours of time and is any one of the seven days of a week, including Sunday, regardless of whether a "Working Day" or not, and regardless of weather conditions or any situation which might delay construction. An extension of contract time shall be in accordance with this Section. Extensions of time will be as recommended by the Architect with final approval by the Owner.

A working day is defined as a calendar day, not including Saturdays, Sundays, and legal holidays, in which weather or other conditions not under the control of the Contractor permit the performance of work for a continuous period of not less than seven hours between 7:00 a.m. and 6:00 p.m. However, nothing in these Contract Documents shall be construed as prohibiting the Contractor from working on Saturdays if he so desires. Should the Contractor choose to work on Saturdays, one day will be charged as contract-working time when weather or other conditions permit seven hours of work as delineated above. Legal holidays are defined as being New Year's Day, Martin Luther King Day, Independence Day, Labor Day, Thanksgiving Day, the day After Thanksgiving, Christmas Day, and Memorial Day. If Christmas Day or New Year's Day falls on a Saturday, the preceding Friday is a legal holiday. If Christmas Day or New Year's Day falls on a Sunday, the following Monday will be a legal holiday.

**H-2** **PROGRESS AND COMPLETION.** All the time limits stated in the Contract Documents are of essence to the Contract. CMAR shall begin the Work on the date of commencement as defined in this Section and carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.

**H-3** **DELAYS AND EXTENSIONS OF TIME.** If the CMAR is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CMAR's control, or by any cause which the Architect determines may justify the delay, then the contract time may be extended by Change Order for such reasonable time as recommended by the Architect and approved by the Owner. When the CMAR is delayed due to abnormal weather conditions, the below H-4 of the general conditions Weather Table shall be used as the basis for providing a fair and equitable adjustment of the contract time.

All claims for extension of time shall be made in writing to the Architect no more than fifteen days after the occurrence of the delay; otherwise, they shall be waived.

If no schedule or agreement is made stating the dates upon which written interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretation until fifteen days after demand is made for them, and not then unless such a claim is reasonable.

**H-4** **WEATHER.** For purposes of determining what constitutes "adverse weather conditions not reasonably anticipated," the parties have agreed that the following "Standard Baseline" shall be established for each month in which critical path activities that may be impacted by adverse weather conditions are being performed and shall be built into the Schedule of the Work. The Standard Baseline shall be the following number of working days in each respective month (based upon a 5-day work week) in which normal and anticipatable weather conditions would be expected to delay critical path construction activities. To qualify for time extensions, work stoppages shall exceed 50% of scheduled and planned activities.

January: 3 days	February: 3 days	March: 4 days	April: 3 days
May: 4 days	June: 4 days	July: 3 days	August: 3 days
September: 3 days	October: 4 days	November: 3 days	December: 3 days

Claims shall be documented by data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, worked was unconditionally delayed and had an adverse effect on the scheduled contract days. The CMAR has included adverse weather days in the construction schedule. If the monthly adverse weather days are exceeded and no onsite work can be performed; the contract time shall be increased by the number of added weather days as adjust for the "Standard Baseline". Weather days are monthly allocations and shall not be carried forward to subsequent months.

Contractor shall be entitled to an extension of the Contract Time for a delay attributable to adverse weather conditions only to the extent that the critical path to completion of the Work (or any respective Critical Milestone) is delayed by the net number of days of delay, if any, beyond the Standard Baseline for each respective period as set forth above, aggregated over that portion of the Contract Time in which critical path activities that may be impacted with adverse weather conditions have been scheduled.

**H-5** **NO DAMAGE FOR DELAY.** Notwithstanding anything to the contrary contained herein, the CMAR shall never be entitled to any compensation or damages for delay of any nature. In that regard, the CMAR shall receive no compensation for delays or hindrances to the work, except when direct and unavoidable extra cost to the CMAR is caused by the failure of the Owner to provide information or material. If any, which is to be furnished by the Owner. When such extra compensation is claimed a written statement thereof shall be presented by the CMAR to the Architect and if found to be correct shall be approved by the Owner then referred to Owner for final approval or disapproval; and the action thereon by the Owner shall be final and binding.



If delay is caused by specific orders given by the Architect or Owner to stop work, or by the performance of extra work, or by the failure of the Owner to provide material or necessary instructions for carrying on the work, then such delay will entitle the CMAR to an equivalent extension of time, his application for which shall, however, be subject to the approval of the Owner and no such extension of time shall release the CMAR or the surety on its performance bond from all his obligations here under which shall remain in full force until the discharge of the contract.

## SECTION I PAYMENTS AND COMPLETION

- I-1** **GAURANTEED MAXIMUM PRICE AND CMAR FEE.** The Guaranteed Maximum Price ("GMP") as stated in the Contract Documents is the maximum amount potentially payable by the Owner to the CMAR for the construction of the Work. The Contractor will be reimbursed for the actual cost for the construction including burdens up to the amount of the GMP. The CMAR can invoice the owner per the agreed approved percentages on cost of work put in place.
- I-2** **SCHEDULE OF VALUES.** Before the first Applicable for Payment for construction, the CMAR shall submit to the Architect a Schedule of Values of the various portions of the Work, including quantities if required by the Architect, aggregating the total expected construction cost or current GMP whichever is less, divided so as to facilitate payments to Subcontractors, prepared in such form as specified or as the Architect and the CMAR may agree upon, and supported by such data to substantiate its correctness as the Architect may require. Each item in the Schedule of Values shall include its proper share of overhead and profit. This Schedule, when approved by the Architect and the Owner, shall be used as a basis for the CMAR's Applications for Payment.
- I-3** **PROGRESS PAYMENTS.** On the first day of each month after the first month's work has been completed, the CMAR will make current estimates in writing for review by the Architect of materials in place complete and the amount of work performed during the preceding month or period and the value thereof at the prices contracted for as shown on the approved Schedule of Values and Progress Schedule.

If payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or in an independent, bonded warehouse, such payments shall be conditioned upon submission by the CMAR of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.

CMAR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Project or not, will pass to the Owner upon the receipt of such payment by the CMAR, free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CMAR, or by any other persons performing the Work at the site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CMAR or such other person.

CMAR shall prepare each application for payment on AIA Document G702, "Application and Certificate for Payment", and attached thereto AIA Document G703, "Continuation Sheet", to indicate the progress made to date and the period or month for which payment is requested for each Item listed in the Schedule of Values. A copy of the revised monthly work progress schedule must be attached before the pay request can be accepted.

- I-4** **CERTIFICATES FOR PAYMENT.** If the CMAR has made Application for Payment, the Architect will, with reasonable promptness but not more than seven days after the receipt of the Application, prepare a Certificate of Payment, with a copy to the CMAR, for such amount determined to be properly due, or state in writing reasons for withholding a Certificate.

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and recommendations to the Owner that the CMAR be paid in the amount certified. In addition, the Architect's approval of final payment assures the Owner that the conditions precedent to the CMAR being entitled to final payment as set forth in this Section have been fulfilled.

After the Architect has issued a Certificate for Payment, the Owner shall approve or disapprove it within ten days after it has been delivered. The Owner will retain 5% of each estimate until Substantial Completion.

No Certificate for Payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents, or relieve the Contractor of liability and responsibility in respect to any warranties or responsibility for faulty materials or workmanship. CMAR shall promptly remedy any defects in the Work and pay for any damage to other work resulting there from that shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified.

- I-5** **PAYMENTS WITHHELD.** The Architect may decline to approve an Application for Payment and may withhold his Certificate in whole or in part if in his opinion he is unable to make the representations to the Owner as provided in this Section. The Architect may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:



Defective work not remedied;  
Claims filed or reasonable evidence indicating probable filing of claims;  
Failure of the CMAR to make payments properly to Subcontractors, or for labor, materials or equipment;  
Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum; Damage to another contractor;  
Reasonable indication that the Work will not be completed within the Contract Time; or  
Unsatisfactory prosecution of the Work by the CMAR.

When such grounds for the refusal of payment are removed, payment shall be made for amounts withheld because of them, without payment of interest. The Owner reserves the right to withhold the payment of any monthly estimate, without payment of interest, if the CMAR fails to perform the Work in accordance with the specifications or instructions of the Architect.

**LIQUIDATED DAMAGES:** CMAR and Owner agree that the following Liquidated Damages are reasonable with respect to the damages that Owner will sustain if the Project is not completed within the Contract Time. The deduction for liquidated damages shall be \$1,000 per day.

**I-6 FAILURE OF PAYMENT** If, without fault on the part of the CMAR, the Architect should fail to issue any Certificate for Payment within seven days after receipt of the CMAR's Application for Payment, if the CMAR's Application for Payment, or if, without fault on the part of the CMAR, the Owner should fail to approve such estimate or to pay to the CMAR 90% or 95% (as applicable) of the amount thereof within the period of time specified, then the CMAR may, upon seven (7) days additional written notice to the Owner and to the Architect, stop the Work until payment of the amount owing has been received.

**I-7 SUBSTANTIAL COMPLETION AND FINAL PAYMENT** Prior to the request for final payment, the CMAR must meet all provisions for Project Closeout.

When the CMAR determines that the Work is substantially complete, the Owner shall inspect the project with the CMAR and the contractor will prepare a "Preliminary Punch List".

When the Architect, on the basis of a subsequent inspection, determines that the Work is substantially complete, he then will prepare a Certificate of Substantial Completion (G704) which, when approved by the Owner, shall allow the CMAR to request a Certificate of Occupancy which will establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of the Owner and the CMAR for maintenance, heat, utilities, and insurance, shall set forth the remaining work as a "final punch list". The CMAR shall complete the remaining work listed therein within 30 calendar days. When the Certificate of Occupancy has been issued, the retainage may be reduced to 4%.

Upon completion of the work listed on the final punch list to the satisfaction of the Owner, the retainage may be reduced to 2.5%.

Should the CMAR fail to complete all contractual requirements of the contract, including submittals and final pay request within the fixed time, the contract time will again commence. Should the CMAR fail to complete the work within the contract duration, liquidated damages will be assessed

Upon receipt of written notice that the Work is ready for final inspection, the Owner will conduct a joint inspection and certify completion of the final punch list by cosigning it with the CMAR.

The CMAR shall submit the following items to the Owner prior to requesting final payment:

CMAR's Affidavit of Payment of Debts and Claims (G706) stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied,  
Consent of Surety to Final Payment (G707), if any, to final payment,  
CMAR's Affidavit of Release of Liens (G706A), and,  
Other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner.  
CMAR's Warranty  
Statement that all outstanding work has been completed  
Issuance of the Final Certificate of Substantial Completion  
Final acceptance by the Owner.

If any Subcontractor, materialman, or laborer refuses to furnish a Contractor's Affidavit of Release of Liens, the CMAR may, at the election of the Owner, furnish a bond satisfactory to the Owner to indemnify him against any right, claim or lien which might be asserted by such Subcontractor, materialman or laborer. If any such right, claim or lien remains unsatisfied after all payments are made. The CMAR shall refund to the Owner all monies that the latter may be compelled to pay to discharging such right, claim or lien, including all costs and reasonable attorney's fees.

The CMAR may then request final payment. The acceptance of final payment shall constitute a waiver of all claims by the CMAR except those previously made in writing and still unsettled.

The CMAR's one-year warranty will commence upon final acceptance of the Project by the Owner.

The Owner will make final acceptance and no other form of acceptance will be binding upon the Owner.





- I-8 **FINAL PAYMENT FOR UN-BONDED PROJECTS.** Final payment will not be made for a period of 30 calendar days and until all requirements have been met, with the exception of Consent of Surety for Final Payment.

## SECTION J PROTECTION OF PERSONS AND PROPERTY

- J-1 **SAFETY PRECAUTIONS AND PROGRAMS** The CMAR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CMAR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CMAR's superintendent unless otherwise designated in writing by the CMAR to the Architect.
- J-2 **SAFETY OF PERSONS AND PROPERTY.** The CMAR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- all employees on the Work and all other persons who may be affected thereby;
  - all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-contractors; and
  - other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- Until final acceptance of the Work, it shall be under the charge and care of the CMAR, who shall take every precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. CMAR shall rebuild, repair, restore and make good, at its own expense, all injuries or damages to any portion of the Work occasioned by any of the above, caused before its completion and acceptance.
- CMAR shall comply with all applicable Laws, Ordinances, Rules, Regulations and Orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, CMAR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- All damage or loss to any property referred to in the preceding paragraphs caused in whole or in part by the CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CMAR.
- The CMAR shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- J-3 **HARD HATS.** Hard Hats will be required at all construction sites included in this Contract from start to completion of work. Each contractor, employee and visitor at any construction site included in the Contract will be required to wear a hard hat. The CMAR shall enforce the wearing of hard hats by CMAR, employees and visitors. CMAR shall provide ten hard hats for use by the consulting Architects and Engineers and visitors.
- J-4 **EMERGENCIES.** In any emergency affecting the safety of persons or property, CMAR shall act at his discretion to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the CMAR on account of emergency work shall be determined as provided in Changes in the Work.
- J-5 **SAFE WORK PRACTICES.** CMAR shall employ safe practices in handling materials and equipment used in performing required work so as to insure the safety of his workmen, Center employees and the public. CMAR shall keep the premise free at all times from accumulation of waste materials or rubbish, refer to D-23.
- J-6 **TRENCH SAFETY** The CMAR shall be responsible for all design and implementation of trench shoring and stabilization to meet regulatory requirements. If the Proposal requires, the CMAR shall include a per-unit cost for trench safety measures in his bid. If not included in the Proposal, the CMAR shall include a cost for trench safety measures for all trenches over 5 feet in depth in his Schedule of Values.

## SECTION K INSURANCE

- K-1 **Insurance Required.** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work to be performed under this Contract until all similar insurance of the Subcontractor has been so obtained and approved.
- K-2 **Workers' Compensation Insurance:**  
1) General



- a) Contractor's Worker's Compensation Insurance. CMAR agrees to provide to the Owner a certificate showing that it has obtained a policy of workers compensation insurance covering each of its employees employed on the project in compliance with state law. No Notice to Proceed will be issued until the CMAR has complied with this section.
- b) Subcontractor's Worker's Compensation Insurance. CMAR agrees to require each and every subcontractor who will perform work on the project to provide to it a certificate from such subcontractor stating that the subcontractor has a policy of workers compensation insurance covering each employee employed on the project. CMAR will not permit any subcontractor to perform work on the project until such certificate has been acquired. CMAR shall provide a copy of all such certificates to the Owner.
- c) By signing this contract or providing or causing to be provided a certificate of coverage, the CMAR is representing to the Owner that all employees of the CMAR who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CMAR to administrative penalties, criminal penalties, civil penalties or other civil actions.
- d) The CMAR's failure to comply with any of these provisions is a breach of contract by the CMAR which entitles the Owner to declare the contract void if the CMAR does not remedy the breach within ten days after receipt of notice of breach from the Owner.

2) Definitions:

- a) Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- b) Duration of the Project. Includes the time from the beginning of the work on the project until the CMAR's/person's work on the project has been completed and accepted by the Owner.
- c) Persons providing services on the project ("subcontractor" in section 406.096)-includes all persons or entities performing all or part of the services the CMAR has undertaken to perform on the project, regardless of whether that person contracted directly with the CMAR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3) Requirements

- a) The CMAR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CMAR providing services of the project, for the duration of the project.
- b) The CMAR must provide a certificate of coverage to the Architect prior to the execution of the contract.
- c) If the coverage period shown on the CMAR's current certificate of coverage ends during the duration of the project, the CMAR must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- d) The CMAR shall obtain from each person providing services on a project, and provide to the Owner:
  - i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - ii) no later than seven days after receipt by the CMAR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- e) The CMAR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- f) The CMAR shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the CMAR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- g) The CMAR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- h) The CMAR shall contractually require each person with whom it contracts to provide services on a project, to:

- i) provide coverage, based on proper reporting on the classification codes and payroll amounts and filing of any coverage agreements, which
- ii) meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- iii) provide to the CMAR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- iv) provide the CMAR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- v) obtain from each other person with whom it contracts, and provide to the CMAR:
  - (1) a certificate of coverage, prior to the other person beginning work on the project; and
  - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- vii) notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- viii) contractually require each person with whom it contracts, to perform as required by paragraphs h-i) - vii), with the certificates of coverage to be provided to the person for whom they are providing services.

4) Posting of Required Worker's Compensation Coverage.

The CMAR shall post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other Texas Worker's Compensation Commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text, without any additional words or changes:

**"REQUIRED WORKER'S COMPENSATION COVERAGE**

The law requires that each person working on this site or providing services related to this construction project must be covered by worker's compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee". Call the Texas Worker's Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

**K-3** **LIABILITY INSURANCE.** CMAR shall procure and maintain during the term of this Contract such Liability Insurance as shall protect him, Owner and any Subcontractor performing work covered by this Contract, from claims of damage which may arise from operations under this Contract, including blasting, when blasting is done on, or in connection with the Work of the Project, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them and the limits of such insurance shall be not less than the following:

Automobile Liability: \$1,000,000 each accident, or reasonably equivalent split limits for bodily injury and property damage. Coverage shall be on "any auto" including leased, hired, owned, non-owned and borrowed vehicles used in connection with this Contract.

Commercial General Liability: \$1,000,000 each occurrence. Coverage under the policy shall be as comprehensive as that provided in a current Insurance Services Office (ISO) policy form approved for use in Texas and the policy shall have no exclusions by endorsement unless such are approved by the Owner.

Asbestos Abatement Liability Insurance: When the Project specifically requires the removal of Asbestos Containing Materials, the Contractor, or subcontractor performing the removal, shall be required to maintain Asbestos Abatement Liability Insurance as follows:

\$1,000,000 per occurrence; \$2,000,000 aggregate limit. The coverage shall include any pollution exposure, including environmental impairment liability, associated with the services and operations performed under this contract in addition to sudden and accidental contamination or pollution liability for gradual emissions and clean-up costs.

**K-4** **BUILDER'S RISK INSURANCE.** Unless stated otherwise in the negotiated contract, the CMAR shall procure, pay for and maintain at all times during the term of this Contract, Builder's Risk Insurance against the perils of fire, lightning, windstorm, hurricane, hail, riot, explosion, civic commotion, smoke, aircraft, land vehicles, vandalism, and malicious mischief, at a limit equal to 100% of the GMP.

The policy shall include coverage for materials and supplies while in transit and while being stored on or off site. If specifically required in the Instructions to Bidders, the policy shall include coverage for flood and earthquake. The Owner must approve different sub-limits for these coverages.

Consequential damage due to faulty workmanship and/or design performed by the CMAR or his agents shall be covered. Upon completion of the Work, the CMAR shall notify the Owner in writing before terminating this insurance.

**K-5** **PROOF OF COVERAGE OF INSURANCE.** The CMAR shall provide a certificate of insurance documenting the Owner as a "Certificate Holder" and noting the specific project(s) covered by the CMAR's insurance as documented on the certificate of insurance. More than

one certificate may be required of the CMAR depending upon the agents and/or insurers for the CMAR's insurance coverages specified



for the project(s).

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**K-6 OTHER INSURANCE RELATED REQUIREMENTS.**

The Owner shall be added as an additional insured, by endorsement, on all applicable insurance policies.

Applicable insurance policies shall each be endorsed with a waiver of subrogation in favor of the Owner. Insurers of policies maintained by CMAR and its subcontractor(s), if applicable, shall be authorized to do business in the State of Texas, or otherwise approved by the Owner, and such shall be acceptable to the Owner insofar as their financial strength and solvency are concerned. Any company through which the insurance is placed must have a rating of at least A:VII, as stated in current edition of A. M. Best's Key Rating Guide. At the Owner's sole discretion, the Owner may accept a less favorable rate.

Deductible limits on insurance policies and/or self-insured retentions exceeding \$10,000 require prior written approval of the Owner as respects this Contract.

The Owner shall be notified in writing a minimum of thirty days prior to an insurer's action in the event of cancellation, non-renewal or material change in coverage regarding any policy providing insurance coverage required in this Contract. A 10 day notice for failure to pay premium is acceptable.

Full limits of insurance shall be available for claims arising out of this Contract with the Owner.

The CMAR shall provide certificates of insurance to the Owner prior to commencement of operations pursuant to this Contract. Any failure on part of the Owner to request such documentation shall not be construed as a waiver of insurance requirements specified herein.

The Owner shall be entitled, upon request and without incurring expense, to review the insurance policies including endorsements thereto and, at its discretion, to require proof of payment for policy premiums.

The Owner shall not be responsible for paying the cost of insurance coverages required herein.

Notice of any actual or potential claim and/or litigation that would affect insurance coverages required herein shall be provided to the Owner in a timely manner.

"Other insurance" as referenced in any policy of insurance providing coverages required herein shall not apply to any insurance policy or program maintained by the Owner.

CMAR agrees to either require its subcontractors to maintain the same insurance coverages and limits thereof as specified herein or the Contractor shall provide such coverage on the Contractor's subcontractors.

**SECTION L  
CHANGES IN THE WORK**

**L-1 CHANGE ORDER.** The Owner, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the GMP and the Contract Time being adjusted accordingly. All Such Changes in the Work shall be authorized by a written Change Order, and shall be executed under the applicable conditions of the Contract Documents.

A Change Order is a written order to the CMAR signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or adjustment in the GMP or the Contract Time. The GMP and the Contract Time may be changed only by Change Order.

Any changes in work required due to changed or unforeseen conditions, or by request of either the Contractor or the Owner, shall be coordinated with the Director, Department of Transportation and Public Works. A change order must be written and duly negotiated and executed prior to performing changed work.

The cost or credit to the Owner resulting from a Change Order shall be the actual cost to be incurred or deducted as the case might be multiplied by the allowance for contractual overhead and profit.

If after the contract has been executed, the Architect, requests a price proposal from the CMAR for a proposed change in scope of the work, Contractor shall process such proposal within seven days of receipt and return the price quote to the Architect in writing. CMAR is advised that when the cumulative effect of Change Orders results in an increase in GMP by over \$25,000, the Board of Trustees, must approve all such Change Orders that will exceed this limit. Normal processing time for the Owner to obtain Board approval, once the recommended change order has been received by the Owner, is approximately thirty (30) days. Owner, Architect and CMAR shall endeavor to identify Change Order items as early in the Construction process as possible to minimize their impact on the construction schedule.

If the CMAR claims that additional cost or time is involved because of (1) any written interpretation issued pursuant to Section A, (2) any order by the Architect or Owner to stop the Work pursuant to Section B, where the Contract was not at fault, or (3) any written order for a minor change in the Work, the Contractor shall make such claim.



- L-2** **CLAIMS FOR ADDITIONAL COST OR TIME.** If the CMAR wishes to make a claim for an increase in the GMP or an extension in the Contract Time, he shall give the Architect & Owners Representation written notice thereof within a reasonable time after the occurrence of the event that gave rise to such claim. This notice shall be given by the CMAR before proceeding to execute the Work. No such claim shall be valid unless so made. Any change in the GMP or Contract Time resulting from such claim, if approved by the Owner, shall be authorized by Change Order.
- L-3** **MINOR CHANGES IN THE WORK.** The Architect shall have authority to order minor changes in the Work not involving an adjustment in the GMP or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be confirmed in writing by the Architect and shall be binding on the Owner and the CMAR.
- L-4** **FIELD ORDERS.** The Architect may issue written Field Orders which interpret the Contract Documents, or which order minor changes in the Work without change in GMP or Contract Time. The CMAR shall carry out such Field Orders promptly.

## **SECTION M UNCOVERING AND CORRECTION OF WORK**

- M-1** **UNCOVERING OF WORK.** If any Work should be covered contrary to the request of the Owner or Architect, it must be uncovered for observation and replaced, at the CMAR's expense.

If any other work has been covered which the Owner or Architect have not specifically requested to observe prior to being covered, the Architect or the Owner may request to see such work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Plans and Specifications, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work is found not to be in accordance with the Plans and Specifications, the CMAR shall pay such costs unless it be found that this condition was caused by a separate contractor employed by the Owner.

- M-2** **CORRECTION OF WORK.** The CMAR shall promptly correct all work rejected by the Owner or Architect as defective or as failing to conform to the Plans and Specifications whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The CMAR shall bear all costs of correcting such rejected Work, including the cost of the Architect's additional service thereby made necessary.

If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CMAR shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition, describing same specifically and not generally. The Owner shall give such notice promptly after discovery of the condition.

All such defective or non-conforming work under the preceding paragraphs shall be removed from the site where necessary, and the work shall be corrected to comply with the Contract Documents without cost to the Owner.

The CMAR shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

If the CMAR does not remove such defective or non-conforming work within a reasonable time fixed by written notice from the Architect or the Owner, the Owner may remove it and may store the materials or equipment at the expense of the CMAR. If the CMA does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the CMAR including compensation for additional architectural services. If such proceeds of sale do not cover all costs that the CMAR should have borne, the difference shall be charged to the CMAR and an appropriate Change Order shall be issued. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall pay the difference to the Owner.

If the CMAR fails to correct such defective or non-conforming work, the Owner may correct it in accordance with Section G.

The obligation of the CMAR under this Section shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

- M-3** **ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK.** If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the final payment to the CMAR, or, if the amount is determined after final payment, the CMAR shall pay Owner the amount of the appropriate reduction.

## **SECTION N TERMINATION OF CONTRACT**

- N-1** **TERMINATION BY THE CMAR.** If the work is stopped for a period of 30 days under an order or any court or other public authority having jurisdiction, through no act or fault of the CMAR or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the CMAR, or if the work should be stopped for a period of 30 days by the CMAR for the Owner's failure to make payment thereon as provided in Section I, then the CMAR may after the end of such period of 30 days and upon seven additional days' written notice to the Owner and the Architect, terminate the Contract.

- N-2** **TERMINATION BY THE OWNER.** If the CMAR is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if the CMAR refuses, except in cases for which extension of time is

provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for





materials or labor, or fails to comply with all Laws, Statutes, Charter, Ordinances, Regulations or Orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, on its own initiative or upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any rights or remedy and after giving the CMAR and his surety, if any, seven (7) days' written notice, terminate the contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CMAR and may finish the work by whatever method he may deem expedient. In such case the CMAR shall not be entitled to receive any further payment until the Work is finished.

If the costs of finishing the Work, including compensation for the Architect's additional services, exceed the unpaid balance of the Contract, the CMAR shall pay the difference to the Owner.

Owner may terminate this contract in whole, or from time to time, in part, whenever such termination is in the best interest of the Owner. Termination will be effected by delivering to the CMAR a notice of termination specifying to what extent performance of the work of the contract is being terminated and the effective date of termination. After receipt of termination the CMAR shall:

Stop work under the Contract on the date and to the extent specified on the notice of termination.

Place no further orders or subcontracts except as may be necessary for the completion of the work not terminated.

Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.

After termination as above, Owner will pay the CMAR a proportionate part of the contract price based on the work completed; provided, however, that the amount of payment on termination shall not exceed the total contract price as reduced by the portion thereof allocated to the work not completed and further reduced by the amount of payments, if, any otherwise made. CMAR shall submit its claim for amounts due after termination as provided in this paragraph within 30 days after receipt of such claim. In the event of any dispute or controversy as to the propriety or allowability of all or any portion of such claim under this paragraph, such dispute or controversy shall be resolved and be decided by the Owner, and the decision of the Owner shall be final and binding upon all parties to this contract.

## **SECTION O SIGNS**

The CMAR shall construct and install the project designation sign as required in the Contract Documents and in strict accordance with the Specifications for "Project Designation Signs." This sign shall be a part of this Contract and shall be included in the GMP.

## **SECTION P TEMPORARY FACILITIES**

**P-1** **SCOPE.** The CMAR shall furnish, erect, and maintain facilities and perform temporary work required in the performance of this Contract, including those shown and specified.

**P-2** **USE OF TEMPORARY FACILITIES.** All temporary facilities shall be made available for use by all workmen and subcontractors employed on the project, subject to reasonable directions by the CMAR as to their proper and most efficient utilization.

**P-3** **MAINTENANCE AND REMOVAL.** The CMAR shall maintain temporary facilities in a proper, safe operating and sanitary condition for the duration of the Contract. Upon completion of the Contract, all such temporary work and facilities shall be removed from the premises and disposed of unless otherwise directed or specified hereunder.

**P-4** **FIELD OFFICES AND SHEDS.** The CMAR is not required to provide a temporary field office or telephone for projects under \$1,000,000. CMAR shall equip the Project Superintendent with a cellphone and provide 24-hour contacts to the Owner.

The CMAR shall provide a temporary field office building for himself, his subcontractors and use by the Architect. For construction contracts with a price in excess of \$1,000,000.00, the CMAR shall provide a separate field office for the Owner's designated representative(s) (but the separate office may be in the same structure). The buildings shall afford protection against the weather, and each office shall have a lockable door, at least one window, adequate electrical outlets and lighting, and a shelf large enough to accommodate perusal of the project drawings. Openings shall have suitable locks. Field offices shall be maintained for the full time during the operation of the work of the Contract. During cold weather months, the field offices shall be suitably insulated and equipped with a heating device to maintain 70 degree Fahrenheit temperature during the workday. During warm weather the offices shall be equipped with an air conditioning device to maintain temperature below 75 degrees F. Upon completion of the work of the Contract, CMAR shall remove the building from the premises. In addition to the drawing shelf, provide for the Owner's designated representatives office: one desk, four chairs, plan rack and a four-drawer filing cabinet (with lock). Each office shall contain not less than 120 square feet of floor space.

CMAR shall provide and maintain storage sheds and other temporary buildings or trailers on the project site as required for his use. Location of sheds and trailers shall be as approved by the Architect. Remove sheds when work is completed, or as directed.

**P-5** **TOILET FACILITIES.** CMAR shall provide proper sanitary and adequate toilet facilities for the use of all workmen and subcontractors employed on the project.



**P-6 UTILITIES.** CMAR shall make all necessary arrangements and provide for temporary water and electricity required during the construction. CMAR shall provide and install temporary utility meters during the contract construction period. These meters will be read and the CMAR will be billed on this actual use. The CMAR shall provide all labor and materials required to tap into the utilities. The CMAR shall make the connections and extend the service lines to the construction area for use of all trades. Upon completion of the work all utility lines shall be removed and repairs made to the existing lines. Only utilities at existing voltages, pressures, frequencies, etc. will be available to the CMAR.

Water. Provide an ample supply of potable water for all purposes of construction at a point convenient to the project or as shown on the Drawings. Pipe water from the source of supply to all points where water will be required. Provide sufficient hose to carry water to every required part of the construction and allow the use of water facilities to subcontractors engaged on the work. Provide pumps, tanks and compressors as may be required to produce required pressures.

Electric Service. Provide adequate electric service for power and lighting to all points where required. Temporary, electric service shall be of sufficient capacity and characteristics to supply proper current for various types of construction tools, motors, welding machines,

lights, heating plant, air conditioning system, pumps, and other work required. Provide sufficient number of electric outlets so that 50 foot long extension cords will reach all work requiring light or power.

Lighting. Supply and maintain temporary lighting so that work of all trades may be properly and safely performed, in such areas and at such time that day-lighting is inadequate. Provide at least 0.75 watts of incandescent lighting per square foot and maintain a socket voltage of at least 110 volts. Use at least 100 watt lamps. In any event, the lighting intensity shall not be less than 5 foot candles in the vicinity of work and traffic areas.

**P-7 HEATING.** Heating devices required under this paragraph shall not be electric. CMAR shall provide heat, ventilation, fuel and services as required to protect all work and materials and to keep the humidity down to the extent required to prevent corrosion of any metal and to prevent dampness or mildew which is potentially damaging to materials and finishes. All such heating, ventilation and services shall be provided and maintained until final acceptance of all work. In addition, the CMAR shall provide heat ventilation prior and during the following work operations as follows:

At all times during the placing, setting and curing of concrete provide sufficient heat to insure the heating of the spaces involved to not less than 40 F.

From the beginning of the application of drywall and during the setting and curing period, provide sufficient heat to produce a temperature in the spaces involved of not less than 55 F.

For a period of seven (7) days previous to the placing of interior finish materials and throughout the placing of finish painting, decorating and laying of resilient flooring materials, provide sufficient heat to produce a temperature of not less than 60 F.

**P-8 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION**

CMAR shall provide, maintain, and remove upon completion of the work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders to roof, barricades around openings, and all other temporary work as required to complete all work of the Contract. Contractor shall coordinate the use and furnishing of scaffolds with his sub-contractors.

CMAR shall provide, maintain, and remove upon completion of the work, or sooner, if authorized by the Architect, all fences, barricades, lights, shoring, pedestrian walkways, temporary fire escapes, and other protective structures or devices necessary for the safety of workmen, Owner's employees, equipment, the public and property.

All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of the authorities having jurisdiction, including insurance companies, with regards to safety precautions, operation and fire hazard.

CMAR shall provide and maintain pumping facilities, including power, for keeping the site, all times, whether from underground seepage, rainfall, drainage of broken lines.

CMAR shall maintain provision for closing and locking the building at such time as possible to do so. If this is not feasible, maintain a night patrol.

CMAR shall provide and maintain all barricades or enclosures, required to protect the work in progress from outside elements, dusts, and other disturbances as a result of work under this Contract. Such protection shall be positive, shall meet the approval of the Architect and shall be maintained for the duration of the construction period or as required to provide for the protection as specified.

**P-9 PROJECT BULLETIN BOARD.** CMAR shall furnish, install and maintain during the life of the project a weather-tight bulletin board approximately 3 feet high by 5 feet wide having not less than two hinged or sliding glass doors with provisions for locking. The bulletin board shall be mounted where and as approved by the Architect, in a prominent place accessible to employees of the Contractor and sub-contractors, and to applicants for employment. The bulletin board shall remain the property of the CMAR and shall be removed by him upon completion of the Contract work. The following information which will be furnished by the Owner to the CMAR, shall be posted on the bulletin board and shall be maintained by the Contractor in easily readable condition at all times for the duration of the Contract.

- A. The Equal Opportunity Poster and Notice Nondiscrimination of Employment (Standard Form 38).
- B. Wage Rate Information Poster (Form SOL 155), with the Contract Schedule of minimum wage rates as required by the Davis-Bacon Act.
- C. Safety Posters.



**SECTION Q**  
**VENUE AND JURISDICTION**

-

Should any action arise out of the terms and conditions of this contract, venue for said action shall lie in the state courts of Collin County, Texas.

**END OF GENERAL CONDITIONS**





Bond # \_\_\_\_\_

## PAYMENT BOND

That we, \_\_\_\_\_, known as “Principal”  
herein, and

\_\_\_\_\_, a corporate surety  
(sureties), duly authorized to do business in the State of Texas, known as “Surety” herein (whether one or  
more), are held and firmly bound unto the Collin County MHMR dba LifePath Systems, a state agency created  
pursuant to the laws of the State of Texas, known as

“OWNER” herein, in the penalsum of,            **Dollars and no Cents (\$**            **.00)**, lawful money of the  
United States,

to be paid in McKinney, Collin County, Texas, for the payment of which sum well and truly be made, we  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents:

**WHEREAS**, Principal has entered into a certain written Contract with the OWNER, awarded the  
day of \_\_\_\_\_, **2022**, which Contract is hereby referred to and made a part hereof for all  
purposes as if fully set forth herein, to furnish all materials, equipment, labor and other accessories as defined  
by law, in the prosecution of the Work as provided for in said Contract and designated as **Bloomdale Rd.**  
**Project- PROPERTY ID 1988776.**

**NOW, THEREFORE**, THE CONDITION OF THIS OBLIGATION is such that if Principal shall  
pay all monies owing to any (and all) payment bond beneficiary (as defined in Chapter 2253 of the Texas  
Government Code, as amended) in the prosecution of the Work under the Contract, then this obligation shall  
be and become null and void; otherwise to remain in full force and effect.

This bond is made and executed in compliance with the provisions of Chapter 2253 of the Texas Government  
Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of  
said statute.

**IN WITNESS WHEREOF**, the Principal and Surety have each SIGNED and SEALED this  
instrument by duly authorized agents and officers on this the \_\_\_\_\_ day of \_\_\_\_\_, **2022**.



PRINCIPAL:

\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Signature

(Principal) Secretary

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

SURETY:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Telephone Number: \_\_\_\_\_

\*Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided. The date of the bond shall not be prior to the date the Contract is awarded.



Bond # \_\_\_\_\_

### PERFORMANCE BOND

That we, \_\_\_\_\_, known as  
"Principal" herein and \_\_\_\_\_, a  
corporate surety(sureties, if more than one) duly authorized to do business in the State of Texas, known as  
"Surety" herein (whether one or more), are held and firmly bound unto Collin County MHMR dba  
LifePath Systems, a State Agency created pursuant to the laws of Texas, known as "OWNER" herein, in  
the penal sum of, \_\_\_\_\_ **Dollars**  
**and no Cents (\$ \_\_\_\_\_ .00),**  
lawful money of the United States, to be paid in McKinney, County, Texas for the payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Center \_\_\_\_\_  
awarded the \_\_\_\_\_ day of \_\_\_\_\_, **2022**, which Contract is hereby referred to and made a part hereof  
for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories  
defined by law, in the prosecution of the Work, including any Change Orders, as provided for in said  
Contract designated as

**Bloomdale Rd. Project- PROPERTY ID 1988776**

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully  
perform its obligations under the Contract and shall in all respects duly and faithfully perform the Work,  
including Change Orders, under the Contract, according to the plans, specifications, and contract documents  
therein referred to, and as well during any period of extension of the Contract that may be granted on the part  
of the OWNER, then this obligation shall be and become null and void, otherwise to remain in full force and  
effect.

**PROVIDED FURTHER**, that if any legal action be filed on this Bond, venue shall lie in Collin  
County, Texas or the United States District Court for the Eastern District of Texas, Sherman Division.

This bond is made and executed in compliance with the provisions of Chapter 2253 of the Texas  
Government Code, as amended, and all liabilities on this bond shall be determined in accordance with  
the provisions of said statute.



IN WITNESS WHEREOF, the Principal and the Surety have SIGNED and SEALED this instrument by duly authorized agents and officers on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

(Principal) Secretary

Name and Title

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Name and Title

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Telephone Number: \_\_\_\_\_

\*Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided. The date of the bond shall not be prior to the date the Contract is awarded.



## **CERTIFICATE OF INSURANCE**

*[Assembler: For Contract Document execution, remove this page and replace with standard ACORD Certificate of Insurance form.]*



**CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW**

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on Center Project, **Bloomdale Rd.**  
**Project- PROPERTY ID 1988776.** Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

**CONTRACTOR:**

\_\_\_\_\_  
Company By: \_\_\_\_\_  
(Please Print)  
\_\_\_\_\_  
Address Signature: \_\_\_\_\_  
\_\_\_\_\_  
City/State/Zip Title: \_\_\_\_\_  
(Please Print)

**THE STATE OF TEXAS**

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF COLLIN**

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_, known to me to be  
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she  
executed the same as the act and deed of \_\_\_\_\_ for the purposes and consideration  
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**EXHIBIT A**

**ALLOWABLE GENERAL CONDITION, GENERAL  
 REQUIREMENTS & INURANCES**

The below list of items represents what the CMAR is required to use when creating their proposal for General Conditions, Bonds & Insurance, and General Requirements.

**General Conditions**

**On-Site Project Management Staff**

- Safety Coordinator/Assistant(s)
- Project Executive
- Office Engineer(s)
- Project Expeditor(s)
- Assistant Superintendent(s)

**Labor Rate Components**

- Base Wages
- Annual Bonus
- FICA
- Medicare
- FUTA
- SUTA
- LTD/LIFE/AD&D

- Commissioning Coordinator
- CPM Scheduler Superintendent(s)
- Project Manager(s)
- Project Support Staff
- Out-of-State Project
- Specific Travel\*

- Health Insurance
- Dental
- Worker's Compensation
- 401K
- Mobile Phone & Technology
- Paid Time Off

**Bonds and Insurance**

- Builder's Risk Insurance
- General Liability Insurance

- Payment and Performance Bonds (*not trade contractors or subcontractors' bonds*)
- ☐ Other Project Insurance outline in LifePath Systems Contract

**General Requirements**

**Temporary Project Utilities**

- ☐ Dumpsters
- ☐ Project Electricity
- ☐ Monthly Hardware
- ☐ Telephone / Internet Service
- ☐ Street Rental and Barricades
- ☐ Fencing and Covered Walkways
- ☐ Temporary Water Distribution and Meters
- ☐ Temporary Electrical Distribution and Meters
- ☐ Site Erosion Control (BMP) and Project Entrance(s)

- Small Tools and Storage Trailers
- Monthly Office Trailer Rental Costs
- Mobilization and Demobilization (Equipment Only)
- Project Water Temporary Toilets
- Temporary Fire Protection
- Telephone / Internet System Installation
- First Aid Supplies
- Reprographic Services
- Monthly Office Supplies
- Remote Parking Expenses
- Project Reference
- Manuals Security System/Watchman
- Safety Material and Equipment
- Drinking Water and Accessories
- Other items outlined in the LifePath Systems Contract.
- Office Clean-Up/Janitorial Services

**Field Offices & Office Supplies**

- ☐ Job Photos and Videos
- ☐ Project Specific Signage
- ☐ Postage/Special Shipping
- ☐ Project/As-Built Drawings
- ☐ Project Milestone Event(s)
- ☐ Move-In/Out and Office Setup
- ☐ Employee Identification System





\* Specific justification and all estimated costs shall be submitted and approved by the Owner prior to any travel or special event.

**EXHIBIT B**  
**RFP & CONSTRUCTION MILESTONE SCHEDULE**  
**BLOOMDALE RD. PROJECT**

Below is the Request for Proposal Schedule.

<b>Event – CMAR</b>	<b>Date and Time</b>
Solicitation Opens	5:00 PM on Thursday October 6 <sup>th</sup>
Pre-Submission Meeting	10:00am on Monday October 17 <sup>th</sup>
Last day for questions	5:00pm on Thursday October 20 <sup>th</sup>
Addendum 1 Posted (Responses to questions)	5:00pm on Tuesday October 25 <sup>th</sup>
Final Day for Proposal Submission	5:00 PM on Thursday November 3 <sup>rd</sup>
Shortlist Firms Contacted	5:00 PM on Monday November 7 <sup>th</sup>
Interviews for Short Listed Groups	Week of November 14 <sup>th</sup> - through 18 <sup>th</sup>

Below are the anticipated milestones for the Bloomdale Rd. Project. This is for pricing only.

<b>Activities</b>	<b>Date</b>
CMAR Firm selected	12/1/2022
CMAR Firm Contract/Agreement Signed	12/9 /2022
CMAR Pre-con Services Start	12/12/2022
<b>Construction Phase</b>	
Commencement (Construction Start)	10/1/2023



## LIFEPATH SYSTEMS

### **CMAR PRE-CONSTRUCTION SERVICES Agreement (LUMP SUM)**

This agreement made and entered into this the \_\_\_\_\_ day of A.D., 2022, by and between **COLLIN COUNTY MHMR dba LIFEPATH SYSTEMS**, a State Agency of Collin County, Texas and in accordance with a resolution duly passed at a regular meeting of the Board of Trustees of said Center, hereinafter called **OWNER**, and **Contractors Name** of \_\_\_\_\_, hereinafter called **CONTRACTOR**.

**CONTRACT DOCUMENTS:** This Contract, the Project Proposal Form and Instructions to Proposers are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and Instructions to Proposers, terms and conditions set forth in the body of this Contract shall control.

**CONTRACT WITH ARCHITECT PREVAILS AS TO ARCHITECT.** CMAR understands and acknowledges that Owner and Architect have entered into a modified AIA B101-2017 Standard Form of Agreement Between Owner and Architect. If there is a deviation between Architect's obligations, responsibilities, and duties set for in this contract and the contract between Owner and Architect, the contract between Owner and Architect will prevail. A copy of the contract between the Owner and Architect will be provided to Contractor.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete certain services described as follows:

Pre-Construction Services

Bloomdale Rd. Project

PROPERTY ID 1988776

That the work herein contemplated shall consist of furnishing as an independent contractor all labor, tools, appliances, and materials necessary for the Pre-Construction Services of said project. The Contractor hereby agrees and binds himself to commence said work within ten (10) days after being notified in writing to do so by the Owner.

The agreed upon estimated construction budget amount shall be not to exceed the amount determined during the design process. to be determined during the design process.

The performance periods in calendars days will be determined when the Guaranteed Maximum Price is agreed upon.

## INSURANCE REQUIREMENTS

All insurance and bonds will be required once the Guaranteed Maximum Price is agreed upon.

The Contractor shall not commence work under this contract until it has obtained all insurance required under the Contract Documents, and the Owner has approved such insurance. The Contractor shall be responsible for delivering to the Owner the sub- contractors' certificates of insurance for approval. The Contractor shall indicate on its certificate of insurance included in the documents for execution whether or not its insurance covers subcontractors. It is the intention of the Owner that the insurance coverage required herein shall include the coverage of all subcontractors.

**a. WORKER'S COMPENSATION INSURANCE:**

- Statutory limits.
- Employer's liability:
  - \$100,000 disease each employee.
  - \$500,000 disease policy limit.
  - \$100,000 each accident.

**b. COMMERCIAL GENERAL LIABILITY INSURANCE:**

The Contractor shall procure and shall maintain during the life of this contract public liability insurance coverage in the form of a Commercial General Liability insurance policy to cover bodily injury, including death, and property damage at the following limits: \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

- The insurance shall be provided on a project specific basis and shall be endorsed accordingly.
- The insurance shall include, but not be limited to, contingent liability for independent contractors, XCU coverage, and contractual liability.

c. BUSINESS AUTOMOBILE LIABILITY:

- \$1,000,000 each accident.
- The policy shall cover any auto used in the course of the project.

d. BUILDER'S RISK OR INSTALLATION FLOATER:

This insurance shall be applicable according to the property risks associated with the project and commensurate with the contractual obligations specified in the contract documents.

e. EXCESS LIABILITY UMBRELLA:

- \$1,000,000 each occurrence; \$2,000,000 aggregate limit.
- This insurance shall provide excess coverage over each line of liability insurance required herein. The policy shall follow the form(s) of the underlying policies.

f. SCOPE OF INSURANCE AND SPECIAL HAZARD:

The insurance required under the above paragraphs shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, against any insurable hazards which may be encountered in the performance of the Contract.

g. PROOF OF COVERAGE OF INSURANCE:

The Contractor shall furnish the owner with satisfactory proof of coverage by insurance required in these Contract Documents in the amounts and by insurance carriers satisfactory to the Owner. The form to be used shall be the current Accord certificate of insurance form or such other form as the Owner may in its sole discretion deem acceptable. All insurance requirements made upon the Contractor shall apply to the sub-contractors, should the Contractor's insurance not cover the subcontractor's work operations performed in the course of this contracted project.

ADDITIONAL INSURANCE REQUIREMENTS:

- a. The Owner, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- b. Certificates of insurance shall be delivered to the LifePath Systems, contract administrator in the respective department as specified in the bid documents, 1515 Heritage Dr. Suite 105 McKinney, TX 75069 prior to commencement of work on the contracted project.
- c. Any failure on part of the Owner to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the Owner a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the Owner.
- g. In lieu of traditional insurance, Owner may consider alternative coverage or risk Treatment measures through insurance pools or risk retention groups. The Owner must approve in writing any alternative coverage.
- h. Workers' compensation insurance policy(s) covering employees employed on the project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the Owner.
- i. Owner shall not be responsible for the direct payment of insurance premium costs for contractor's insurance.
- j. Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by Owner shall not be called upon to contribute to loss recovery.
- k. In the course of the project, Contractor shall report, in a timely manner, to Owner's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- l. Contractor's liability shall not be limited to the specified amounts of insurance required herein.
- m. Upon the request of Owner, Contractor shall provide complete copies of all insurance policies required by these contract documents.



## PAYMENT AND PERFORMANCE BONDS

Contractor shall provide both Payment and Performance Bonds for the full amount of the contract. When the Guaranteed Maximum Price (GMP) is agreed upon, the successful Proposer entering into a contract for the work will be required to give the Owner surety in a sum equal to the amount of the contract. The form of the bond shall be as herein provided and the surety shall be acceptable to the Owner. All bonds furnished hereunder shall meet the requirements of Texas Government Code Section 2253, as amended.

DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Center must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Center. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the Center no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Center an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Center. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Proposer should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Center to comply with the filing requirements of Chapter 176.

CERTIFICATE OF INTERESTED PARTIES. Proposer is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Center prior to the award of the contract. A contract will not be enforceable or legally binding until the Center receives and acknowledges receipt of the properly completed Form 1295 from the Proposer.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or employee of the Center shall have a financial interest, direct or indirect, in any contract with the Center, or shall be financially interested, directly or indirectly, in the sale to the Center of any land, materials, supplies or service, except on behalf of the Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his/her office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the Center, shall render the involved contract voidable.



NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code, Chapter 2270, the Center agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (a) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (b) will not boycott Israel during the term of the contract.

NO BOYCOTT OF ENERGY COMPANIES: Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not boycott energy companies, as defined by Texas Government Code Chapter 2274; and (b) will not boycott energy companies during the term of the contract.

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION COMPANIES: Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not discriminate against firearm and ammunition companies, as defined by Texas Government Code Chapter 2274; and (b) will not discriminate against firearm and ammunition companies during the term of the contract.

COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Proposer affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.



IN WITNESS WHEREOF, LifePath Systems has caused this instrument to be signed in four counterparts in its name and on its behalf by the CEO and attested by its CFO, with the company seal of LifePath Systems attached. The Contractor has executed this instrument through its duly authorized officers in **Three** counterparts with its corporate seal attached.

Executed effective as of the date signed by the Assistant Center representative below.

**MCKINNEY:**

**Collin County MHMR dba LIFEPath SYSTEMS**

By: \_\_\_\_\_  
Name: Tammy Mahan,  
Title: CEO

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

**Approval Recommended:**

By: \_\_\_\_\_  
Name: [insert name here]  
Title: Board member

**Attest:**

By: \_\_\_\_\_  
Name: Jennifer Morgan  
Title: CFO

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form and Legality:**

By: \_\_\_\_\_  
Name: [INSERT NAME HERE]  
Title: Attorney

**Contract Authorization:**

**M&C:** \_\_\_\_\_

**CONTRACTOR:**

Contractor Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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



## **Assurances, Certifications, Exhibits and Attachments**

Vendor must submit the Assurance and Certifications and all Attachments requested, to include:

Vendor will submit a copy of their standard contract, along with proposal. Label this (**Attachment A.**)

Signature Page (**Attachment B**)

Resident/Non-Resident Certification (**Attachment C**)

Assurances Document (**Attachment D**)

Conflict of Interest Questionnaire (**Attachment E**)

Vendor shall review Texas Administrative Code §412.54(c) and provide a written response signed by Authorized Individual (**Attachment F**)

Vendor shall review Texas Health and Safety Code §250.006 and provide a written response signed by Authorized Individual (**Attachment G**)

Form W-9 (**Attachment H**)

Lobbying Certification (**Attachment I**)

Deviation Form (**Attachment J**)

A3-01 Site Option Concept (**Attachment K**)

V01-BSKETCH (**Attachment L**)

HHSC Item V (**Attachment M**)

Allowable General Condition, General Requirements & Insurance (**Exhibit A**)

RFP Construction Milestone Schedule (**Exhibit B**)

Questions or Inquires:

Willy Villavicencio, Purchasing Manager

Email: [wvillavicencio@lifepathsystems.org](mailto:wvillavicencio@lifepathsystems.org)

\*\*\*\*\*

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LifePath Systems Purchasing Department**



**ATTACHMENT B**  
**SIGNATURE PAGE**

The attached proposal application is being submitted in response to the CMAR-RFP# 1022. The proposal is a firm offer and shall remain an open offer, valid for one hundred and eighty (180) days from the date of this document.

LifePath in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor. I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

## ATTACHMENT C

### RESIDENT/NONRESIDENT CERTIFICATION

Contractor must answer the following questions in accordance with the Texas Government Code §2252.002, as amended:

- A. Is the Contractor that is making and submitting this bid a “resident Contractor” or a “non-resident Contractor”?

Answer: \_\_\_\_\_ Resident Contractor      \_\_\_\_\_ Non-resident Contractor

(1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

- B. If the Contractor is a “Non-resident Contractor”, does the state in which the Nonresident Contractor’s principal place of business is located have a law requiring a Nonresident Contractor of that state to bid a certain amount or percentage under the bid of a Resident Contractor of that state in order for the nonresident Contractor of that state to be awarded a contract on his bid in such state?

Answer: \_\_\_\_\_ Yes \_\_\_\_\_ No      Which state? \_\_\_\_\_

- C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Contractor bid under the bid price of a Resident Contractor of that state in order to be awarded a contract on such bid in said state?

Answer: \_\_\_\_\_



**ATTACHMENT D**  
**ASSURANCES DOCUMENT**

The firm assures the following:

1. All addenda and attachments to the RFP as distributed by the Local Authority and designated by the checklist have been received.
2. No attempt has been or will be made by the firm to induce any person or firm to submit or not to submit a Proposal, unless so described in its Proposal.
3. The firm does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. The firm accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. The firm accepts the Center's right to cancel the RFP at any time prior to Contract award.
7. The firm accepts the Local Authority's right to alter the timetables for procurement that are set forth in the RFP.
8. The Proposal submitted by the firm 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 Proposal submitted by the firm has not been knowingly disclosed by the firm to any other firm 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 Proposal or any other associated costs.
11. Local Authority has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to firm is authorized to legally bind the firm.
13. No employee of the Local Authority and no member of the Local Authority's Board will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to firm. If the firm is unable to make the affirmation, then the firm must disclose any knowledge of such interests. See Attachment F.
14. The firm is not currently held in abeyance or barred from the award of a federal or state contract.
15. The firm 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.
16. The firm shall disclose whether any of the directors or personnel of Proposers has either been an employee or a trustee of Local Authority within the past two (2) years preceding the date of submission of the Proposal. If such employment has existed, or at term of office served, the Proposal shall state in an attached writing the nature and time of the affiliations as defined. See Attachment F.
17. The firm shall identify in an attached writing any trustee or employee of Local Authority who has a financial interest in the firm or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. See Attachment F.
18. No former employee or officer of the Local Authority directly or indirectly aided or attempted to aid in procurement of firm's service.



19. The firm shall disclose in an attached writing the name of every Local Authority employee and/or member of Local Authority's board with whom the firm is doing business or has done business during the 365-day period immediately prior to the date on which the Proposal is due. Failure to include such a disclosure will be a binding representation by firm that the natural person executing the Proposal has no knowledge of any key persons with whom the firm is doing business or has done business during the 365-day period prior to the immediate date on which the Proposal is due. See Attachment F.
20. Under Section 231.006, Family Code, the vendor, or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean firm; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful firm(s).

\_\_\_\_\_  
Signature of Applicant or Applicant's Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title (if applicable)



**ATTACHMENT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

Please retrieve CIQ Form from the following website:  
[https://www.ethics.state.tx.us/data/forms/conflict/CIQ.p  
df](https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf) (Attach completed CIQ Form as part of your proposal)

*A signature is required in Box 7 regardless of any other entry on the form.*

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**ATTACHMENT F  
DISCLOSURE OF  
KINSHIP**

Pursuant to the [Texas Administrative Code §412.54\(c\)](#)

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**ATTACHMENT G  
NOTICE OF FELONY CONVICTION**

Pursuant to the [Texas Health and Safety Code §250.006](#)

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**ATTACHMENT  
H FORM W-9**

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**  
Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>



**ATTACHMENT I  
LOBBYING  
CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Individual Title of Authorized Individual

\_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT J**  
**DEVIATION FORM**

All deviations to this RFP must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective firm assures LifePath of their full agreement and compliance with the Specifications and Terms and Conditions.

Each response to this RFP shall contain a Deviation Form, which states the prospective Vendor’s commitment to the provisions of the RFP. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Proposal must be expressly stated in the Deviation Form. Use an additional copy or page if needed.

**THIS DEVIATION FORM MUST BE SIGNED AND SUBMITTED WITH THE RFP BY EACH PROSPECTIVE VENDOR/CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT. IF NO DEVIATIONS, NOTE: NONE**

Reference Specifications, Terms and Conditions and Page Number	Deviation

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Date



## NOTICE "NOT TO PARTICIPATE" FORM

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled due date and time on the Proposal.

- ☐ Our Company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following services so that we may submit bids/proposal at a later date:

Services:

- ☐ Our Company has chosen NOT to submit a Proposal at this time but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason:

- ☐ Please REMOVE our Company name from all LifePath Systems lists until further notice.

Reason:

Company Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax \_\_\_\_\_ Other: \_\_\_\_\_

\*\*\*\*\*

\*\*\*\*\* Authorized Signature:

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

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

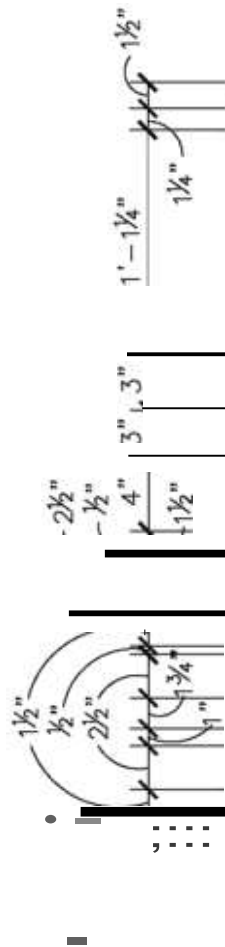


**VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMIAN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THE MAILING LIST.**

**PLEASE RETURN THIS FORM ONLY TO:**

LifePath Systems  
Willy Villavicencio, Purchasing Manager  
1515 Heritage Dr.  
McKinney, TX 75069  
[wvillavicencio@lifepathsystems.org](mailto:wvillavicencio@lifepathsystems.org)





4' - 0"	
2' - 0"	2' - 0"
CENTERLINE OF SIGN, LOGO & TEXT INFORMATION	
L I F E P A T H	
	
S Y S T E M S	
Project Title	
Architect:	
Architect's Name	
Contractor:	
Contractor's Name	
FUNDED BY (List Bond Fund, etc.)	
SCHEDULED COMPLETION DATE	
YEAR	

### SIGN COLOR & FONT:

BACKGROUND - WHITE  
BORDER - 5/16"WIDE, 3"RADIUS CORNERS, **(NEED LPS  
COLOR CODE HERE)** TEXT - HELVETICA or ARIAL, **(NEED  
LPS COLOR CODE HERE)**

### LIFEPATH SYSTEMS LOGO COLORS & FONT:

**(NEED OUR COLORS HERE)**





Option 1



# Information Item V

## *Definitions*

**Adolescent** - An individual at least 13 years of age, but younger than 18 years of age.

**Adult Caregiver** - An adult person whom a parent has authorized to provide temporary care for a child, as defined in Texas Family Code §34.0015(1).

**Assessment** - A systematic process for measuring an individual's service needs.

**Certified Peer Specialist (CPS)** - A person who uses lived experience, in addition to skills learned in formal training, to deliver strengths-based, person-centered services to promote an individual's recovery and resiliency as defined in 15 Texas Administrative Code (TAC), Subchapter N, §354.3003 (relating to Definitions).

**Child** - An individual at least 3 years of age, but younger than 13 years of age.

**Community Services Specialist (CSSP)** – As defined by 26 TAC Subchapter G, §301.303 (relating to Definitions) a staff member who:

- a. received:
  - i. high school diploma; or
  - ii. high school equivalency certificate issued in accordance with the law of the issuing state;
- b. had three continuous years of documented full-time experience in the provision of mental health rehabilitative services or case management services; and
- c. demonstrated competency in the provision and documentation of mental health rehabilitative or case management services in accordance with 26 TAC, Chapter 306, Subchapter F of this title (relating to Mental Health Rehabilitative Services) and 26 TAC, Chapter 306 Subchapter F of this title (relating to Mental Health Case Management Services).

**Continuity of care** – As defined in 26 TAC Subchapter D, §306.153 (relating to Definitions) activities designed to ensure an individual is provided uninterrupted services during a transition between inpatient and outpatient services that assist the individual and the individual's LAR in identifying, accessing, and coordinating a local mental or behavioral

health authority (LMHA or LBHA) service and other appropriate services and supports in the community needed by the individual including:

- a. assisting with admissions and discharges;
- b. facilitating access to appropriate services and supports in the community, including identifying and connecting the individual with community resources, and coordinating the provision of services;
- c. participating in the developing and reviewing individual's recovery or treatment plan;
- d. promoting implementation of the individual's recovery or treatment plan; and
- e. coordinating notification of continuity of care services between the individual and the individual's family and any other person providing support as authorized but the individual, and LAR if any.

**Crisis** – As defined by 26 TAC Subchapter G, §301.303 (relating to Definitions) a situation in which:

- a. the individual presents an immediate danger to self or others; or
- b. the individual's mental or physical health is at risk of serious deterioration; or
- c. an individual believes that he or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration.

**Crisis false-alarm** – A designation (GJ modifier) for crisis hotline calls that require routine follow up and are not emergent or urgent. These calls do not require the use of MCOT activation.

**Crisis Stabilization Unit (CSU)** – a crisis stabilization unit providing short-term residential treatment 24 hours a day, every day of the year, in a secure and protected treatment environment licensed in accordance with Texas Health and Safety Code Chapter 577 (relating to Private Mental Hospitals and Other Mental Health Facilities)

- a. CSU services are provided by medical personnel, mental health professionals, and trained support staff with documented competency in the provision of crisis services designed to reduce an individual's acute mental health symptoms.
- b. CSU services are provided in accordance with standards in 26 TAC, Chapter 306, Subchapter B (relating to Standards of Care in Crisis Stabilization Units) and 26 TAC, Chapter 301, Subchapter G (relating to Mental Health Community Services Standards).

**Crisis Support Staff** – A staff member who is not a licensed professional or a fully qualified professional but is delegated tasks within the healthcare system. This person has crisis training appropriate to the context they are working in and must have, at minimum, a high school diploma or its equivalent.

**Crisis Treatment Plan** - An individualized plan that develops and implements the most effective, and least restrictive, available crisis services necessary to stabilize the crisis episode. Used for EOU and Crisis Residential and Respite. The crisis treatment plan must:

- a. Be developed by a staff credentialed, at minimum as a QMHP-CS
- b. Be based on the individual's provisional psychiatric diagnosis; and
- c. Incorporate, to the maximum extent possible, individual preferences

**Declaration for Mental Health Treatment** – A legal document that allows an individual to make decisions in advance (advanced directive) about specific mental health treatments related to psychoactive medication, convulsive therapy and emergency mental health treatment. The instructions an individual includes in this declaration will be followed only if a court believes that an individual is incapacitated to make treatment decisions. Otherwise, an individual will be considered able to give or withhold consent for the treatments noted above.

**Developmental Disability (DD)** – A severe, chronic disability attributable to mental or physical impairment or a combination of mental and physical impairments that:

- a. manifests before an individual reaches 22 years of age;
- b. is likely to continue indefinitely;
- c. reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of a lifelong or extended duration and are individually planned and coordinated; and
- d. results in substantial functional limitations in three or more of the following categories of major life activity:
  - i. self-care;
  - ii. receptive and expressive language;
  - iii. learning;
  - iv. mobility;
  - v. self-direction;
  - vi. capacity for independent living; and
  - vii. economic self-sufficiency.

**Emergency medical services** - Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.

**Emergency care services** – As defined in 26 TAC Subchapter G, §301.303 (relating to Definitions) mental health community services or other necessary interventions directed to address the immediate needs of an individual in crisis to assure the safety of the individual and others who may be placed at risk by the individual's behaviors, including, but not limited to, psychiatric evaluations, administration of medications, hospitalization, stabilization, or resolution of the crisis.

**General Residential Operation** – A residential child-care operation that provides child care for 13 or more children or young adults according to 26 TAC Chapter 748, Subchapter B (relating to Definitions and Services). The care may include treatment services and/or programmatic services. These operations include formerly titled emergency shelters, operations providing basic child care, residential treatment centers, and halfway houses.

**Inpatient Services** – Services including medical, nursing, and mental health professionals providing 24-hour monitoring, supervision, and interventions designed to relieve acute psychiatric symptomatology and restore an individual's ability to function in a less restrictive setting. Inpatient units must comply with 26 TAC Chapter 568 (relating to Standards of Care and Treatment in Psychiatric Hospitals).

**Individualized Crisis Treatment Plan** - An individualized plan that develops and implements the most effective, and least restrictive, available crisis services necessary to stabilize the crisis episode. Used for MCOT and Walk-In Services. The individualized crisis treatment plan must:

- a. Be developed by a staff credentialed, at minimum as a QMHP-CS
- b. Be based on the individual's provisional psychiatric diagnosis; and
- c. Incorporate, to the maximum extent possible, individual preferences

**Intellectual Disability (ID)** - Significantly sub-average general intellectual functioning existing concurrently with deficits in adaptive behavior and originating during the developmental period, which is before the age 18.

**Legally Authorized Representative (LAR)** – A person authorized by law to act on behalf of an individual about a matter described in this subchapter, including, but not limited to, a parent, guardian, or managing conservator.

**Local Intellectual and Developmental Disability Authority (LIDDA)** – As defined 26 TAC Subchapter C §307.105 (relating to Definitions) an entity designated as the local intellectual and developmental disability authority by the Health and Human Services Commission (HHSC) in accordance with Texas Health and Safety Code §533.0356.

**Local Behavioral Health Authority (LBHA)**- As defined 26 TAC Subchapter C §307.105 (relating to Definitions) an entity designated as the local mental health authority by the HHSC in accordance with Texas Health and Safety Code §533.0356

**Local Mental Health Authority (LMHA)** - As defined 26 TAC Subchapter G §301.303 (relating to Definitions) an entity designated as the local mental health authority by the HHSC in accordance with Texas Health and Safety Code §533.035(a).



**Licensed Professional of the Healing Arts (LPHA)** – As defined in 26 TAC Subchapter G, §301.303 (relating to Definitions) a staff member who is:

- a. a physician;
- b. a licensed professional counselor;
- c. a licensed clinical social worker;
- d. a licensed psychologist;
- e. an advanced practice nurse; or
- f. a licensed marriage and family therapist.

**Medical Necessity** – As defined in 26 TAC Subchapter F, §306.305 (relating to Definitions) a clinical determination made by an LPHA that services:

- a. are reasonable and necessary for the treatment of a serious mental illness; or to improve, maintain, or prevent deterioration of functioning resulting from such a disorder;
- b. are provided in accordance with accepted standards of practice in behavioral health care;
- c. are furnished in the most appropriate and least restrictive setting in which services can be safely provided;
- d. are at the most appropriate level or amount of service that can be safely provided; and
- e. could not have been omitted without adversely affecting the individual's mental or physical health or the quality of care rendered.

**Mobile Crisis Outreach Team (MCOT)** – Qualified professionals deployed into the community to provide a combination of crisis services including facilitation of emergency care services and provision of urgent care services, crisis follow-up, and relapse prevention to children, adolescents, or adults 24 hours a day, every day of the year.

**On call** - The Code of Federal Regulation Fair Labor Standard Act states an employee is on standby duty or on-call status if the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes.

**On duty** – A period of time when an LMHA/LBHA employee is on the employer's premises or at any other prescribed place of work, from the beginning of the first principal activity of the work day to the end of the last principal work activity of the workday.

**Outpatient, Screening, and Assessment and Referral Services (OSAR)** – A service available to individuals interested in information about substance use services. OSAR Services are incorporated into LMHAs and LBHAs across the 11 Texas Health and Human Services Regions. The only requirement for service is that an individual is currently residing in the state of Texas.

**Person-centered recovery plan** – As defined in 1 TAC Subchapter N, §354.3003 (relating to A written plan that serves as a plan of care and:

- a. is developed with the person, others whose inclusion is requested by the person and who agree to participate, and the persons planning or providing services;
- b. amended at any time based on the person's needs;
- c. guides the recovery process and fosters resiliency;
- d. identifies the person's changing strengths, capacities, goals, preferences, needs, and desired outcomes; and
- e. identifies services and supports to meet the person's goals, preferences, needs and desired outcomes.

**Psychiatric Emergency Services Center (PESC)** - A psychiatric emergency services facility that provides walk-in access to immediate behavioral health emergency screening and assessment, extended observation services, and a continuum of crisis and behavioral emergency stabilizing treatment for individuals whose behavioral symptoms cannot be stabilized within 48 hours. A PESC must provide a combination of services that includes, at minimum:

- a. Extended Observation services, as described in Information Item V.IV. Extended Observation Unit A. Description, in a designated area of the PESC; and
- b. Inpatient services in an environment designed to provide safety and security during acute behavioral health crisis; or
- c. CSU services in a secure and protected treatment environment that complies with CSU licensure requirements.

**Qualified Mental Health Professional-Community Services (QMHP-CS)** – As defined in 26 TAC Subchapter G, §301.303 (relating to Definitions) a staff member who is credentialed as a QMHP-CS who has demonstrated and documented competency in the work to be performed and:

- a. has a bachelor's degree from an accredited college or university with a minimum number of hours that is equivalent to a major (as determined by the LMHA, LBHA, or Managed Care Organization in accordance with 26 TAC Chapter 301, Subchapter G of this title (relating to Competency and Credentialing) in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention;
- b. is a registered nurse; or
- c. completes an alternative credentialing process identified by the department.

**Routine Care Services** - As defined in 26 TAC Subchapter G, §301.303 (relating to Definitions) mental health community services provided to an individual who is not in crisis.

**Rural** – a county with less than 250,000 residents.

**Screening** - As defined in 26 TAC Subchapter G, §301.303 (relating to Definitions) activities performed by a QMHP-CS to gather triage information to determine the need for in-depth assessment. The QMHP-CS collects this information through face-to-face, or telephone or tele-health interviews with the individual or collateral.

**Stock Inspection** - A most recent stock and medication room inspection, including inventory of over the counter stock medication, inventory of client medications, controlled drug inventory, monitoring of the emergency medication kit, monitoring of medication expiration dates, and a medication room inspection, which includes monitoring of medication refrigerator temperature controls.

**Substance Use Disorder** – As defined by 15 TAC Subchapter N, §354.3003 (relating to Definitions) recurrent use of alcohol or drugs that causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home.

**Telehealth** - In accordance with Texas Occupation Code Chapter 111, and 22 TAC Subchapter B, §174.9 (relating to Mental Health Services), which allows provision of mental health services, a health service other than a telemedicine medical 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 an individual at a different physical location than the 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.

**Telemedicine** - In accordance with Texas Occupations Code Chapter 111, and 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 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 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.

**Urban** – a county with a population of over 250,000 residents.

**Urgent care services** - As defined in 26 TAC Subchapter G, §301.303 (relating to Definitions) mental health community services or other necessary interventions provided to individuals in crisis who do not need emergency care services but who are potentially at risk of serious deterioration.

# *Crisis Service Standards*

## **I. Hotline**

### **A. Definition**

A crisis hotline is continuously available telephone service staffed by trained and competent crisis staff to provide crisis screening and access to crisis intervention services, mental health and substance use referrals support, and general mental health and substance use information to callers 24 hours per day, seven days per week.

### **B. Goals**

- Crisis resolution in the least restrictive environment
- Immediate telephone response to individuals for the purpose of linkage to appropriate services and follow-up

### **C. Description**

In accordance with Texas Health and Safety Code (THSC) §534.053(a)(1) and 26 TAC, Chapter 301, Subchapter G (relating to Mental Health Community Services Standards) the crisis hotline is an integrated component of the overall crisis program; it operates continuously and is accessible toll-free throughout the local service area. Any entity providing crisis hotline services for any portion of the day must be accredited by the American Association of Suicidology (AAS).

The crisis hotline serves as an immediate point of contact for mental health and substance use crises in the community, providing confidential telephonic triage to determine the immediate level of need and to mobilize emergency services for the caller if necessary. The crisis hotline facilitates referrals to 911, mobile crisis outreach teams (MCOT), or other crisis services and conducts follow-up contacts to ensure callers successfully accessed the referred services. The initial screening leads to immediate and appropriate referrals, including OSAR. If an emergency is not evident after further screening or assessment, the crisis hotline includes referral to other appropriate resources within or outside the LMHA/LBHA. The crisis hotline works in close collaboration with local law enforcement and 211 and 911 systems.

### **D. Standards**

#### **1. Staffing**

- a. Community Services Specialist (CSSP) or Crisis Support Staff. A CSSP or crisis support staff may answer the crisis hotline and provide information and non-crisis

referrals for routine calls. In accordance with 26 TAC Chapter 301, Subchapter G (relating to Mental Health Community Services Standards), if the call is deemed emergent or urgent, then the CSSP or crisis support staff must refer to the QMHP-CS within one minute after the call is identified as such.

- b. Peer Support Specialist. A Peer Support Specialist may answer the crisis hotline and provide peer services in accordance with 15 TAC, Chapter 354, Subchapter N (relating to Peer Specialist Services). If the call is deemed emergent or urgent, then the Peer Support Specialist must refer to the QMHP-CS within one minute after the call is identified as such if the staff is not also certified as a QMHP-CS.
- c. QMHP-CS. A QMHP-CS is required to provide screening and assessment to determine the nature and seriousness of the call.
- d. LPHA. A LPHA must be available for consultation 24 hours a day, in person or by telephone.
- e. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

## 2. Training and Competency

- a. Training. All QMHP-CSs responding to crisis calls are required to be trained and competent in all domains of the screening.
- b. Evidence of crisis.
  - i. If an emergency is evident after the screening, crisis hotline staff must facilitate referrals to the MCOT, or other emergency care or emergency medical services.
  - ii. If an emergency is not evident, the crisis hotline staff must provide referrals to other appropriate resources within or outside the LMHA, LBHA, or LIDDA.

## 3. Crisis Hotline Screening Requirements

The crisis hotline is required to provide a thorough crisis screening and documentation that incorporates the following domains:

- a. Suicide Risk Screening
  - i. Suicidal ideation – documents the wish to be dead, non-specific active suicidal thoughts without thoughts of ways to kill oneself, active suicidal ideation with any methods without intent to act, active suicidal ideation with some intent to act but without a specific plan, current access to means, and active suicidal ideation with specific plan and intent.
  - ii. Intensity of ideation – documents frequency, duration, controllability, deterrents, and reasons for ideation.
  - iii. Suicidal behavior – documents actual attempts, non-suicidal self-injurious behaviors, interrupted attempts, aborted or self-interrupted attempts, preparatory acts or behaviors, actual and potential lethality of the most recent attempt, most lethal attempt, and the initial or first attempt.

b. Homicide Risk Screening

- i. Homicidal Ideation – documents the wish for another to be dead, non-specific active homicidal thoughts without thoughts of ways to kill another, active homicidal ideation with any methods without intent to act, active homicidal ideation with specific plan and intent.
- ii. Intensity of Ideation - documents frequency, duration, controllability, deterrents, and reasons for ideation.
- iii. Homicidal behavior – documents actual attempts, non-homicidal injurious behaviors, interrupted attempts, aborted or self-interrupted attempts, preparatory acts or behaviors, actual and potential lethality of the most recent attempt, most lethal attempt, and the initial or first attempt.

c. Risk of Deterioration Screening

- i. Documents any report of suffering from severe and abnormal mental, emotional, or physical distress;
- ii. Documents experiencing substantial mental or physical deterioration of the proposed individual's ability to function independently, which is exhibited by the proposed individual's inability, except for reasons of indigence, to provide for the proposed individual's basic needs, including food, clothing, health, or safety; and
- iii. Documents inability to make a rational and informed decision as to whether or not to submit to treatment.

#### 4. Crisis Hotline Activation and Continuity

a. Screening Follow-Up and Activation in accordance with 26 TAC, Chapter 301 Subchapter G (relating to Mental Health Community Services Standards).

- i. If it is determined that an individual is experiencing a crisis that may require emergency care services, the QMHP-CS must:
  - (1) Take immediate action to address the emergency situation to ensure the safety of all parties involved;
  - (2) Activate the immediate screening and assessment processes, face to face in person or through telehealth or telemedicine, as described in 26 TAC, Chapter 301, Subchapter G (relating to Crisis Services); and
  - (3) Provide or obtain mental health community services or other necessary interventions to stabilize the crisis.
- ii. If the screening indicates that an individual needs urgent care services, a QMHP-CS must, within eight hours of the initial incoming hotline call or notification of a potential crisis situation:
  - (1) Perform an assessment face to face in person or through telehealth or telemedicine; and
  - (2) Provide or obtain mental health community services or other necessary interventions to stabilize the crisis.
- iii. If the screening indicates that a call is a crisis false-alarm, the screener must document the call. Additionally, if the screening indicates that an individual needs routine care services and the individual does not decline services, a



QMHP-CS must perform a uniform assessment within 14 days after the screening.

b. Continuity of Services

- i. The crisis hotline determines the individual's initial level of risk (i.e. emergent, urgent, or routine); and if MCOT is called to respond to the crisis, the response time frame is established by the QMHP-CS who conducted the crisis hotline screening.
- ii. Continuity of services must be provided by the LMHA or LBHA upon the completion of the screening or assessment to ensure uninterrupted treatment during a transition between services.

## 5. Accreditation and Scoring Requirements

- a. The phone line providing crisis hotline services must be accredited by AAS and integrated with the LMHA's or LBHA's local crisis response system, which includes MCOT as well as other services in the LMHA's or LBHA's crisis service array. LMHAs and LBHAs utilizing a subcontractor to provide crisis hotline services, must ensure that the subcontracting agency's crisis hotline maintains AAS accreditation.
- b. The crisis hotline must also meet minimum scoring requirements outlined by HHSC under each area of the table below, excluding Lethality Assessment and Rescue Services in the 9<sup>th</sup> and 10<sup>th</sup> editions. A minimum component score of 2 is required and an area minimum score is required as shown below.
- c. The LMHA or LBHA should use the edition of the AAS Organization Accreditation Standards Manual that is applicable to the year of accreditation.
- d. If the LMHA or LBHA contracts with an outside entity to provide all or part of the crisis hotline service, the LMHA or LBHA or subcontractor must also be accredited by AAS, meet minimum scoring requirements (outlined below), and remain contractually responsible for compliance with the applicable standards.
- e. Evidence of initial or continued accreditation by AAS must be submitted to HHSC per Information Item S within 30 days of receipt. Submission must include any report of accreditation review findings by AAS and LMHA or LBHA responses to these findings, if applicable.

Listed below are the minimum scores acceptable to meet HHSC standards in each area described in the 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, and current [13<sup>th</sup> Edition of the AAS Organization Accreditation Standards Manual](#).

AREA	9th Ed MINIMUM SCORE	10th Ed MINIMUM SCORE	11th Ed MINIMUM SCORE	12th Ed MINIMUM SCORE	13th Ed MINIMUM SCORE
Administration and Organizational Structure	11	14	16	16	16

<b>AREA</b>	<b>9th Ed MINIMUM SCORE</b>	<b>10th Ed MINIMUM SCORE</b>	<b>11th Ed MINIMUM SCORE</b>	<b>12th Ed MINIMUM SCORE</b>	<b>13th Ed MINIMUM SCORE</b>
<b>Training Program (8th ed)/ Screening, Training, and Monitoring Crisis Workers</b>	16	16	16	16	16
<b>General Service Delivery</b>	16	16	16	16	16
<b>Services in Life-Threatening Situations</b>	8	8	8	8	8
<b>Ethical Standards and Practice</b>	13	13	13	13	13
<b>Community Integration</b>	9	9	9	9	9
<b>Program Evaluation</b>	10	10	10	10	10

## **II. Mobile Crisis Outreach Team**

### **A. Definition**

Mobile Crisis Outreach Teams (MCOTs) are qualified professionals deployed into the community to provide a combination of crisis services including facilitation of emergency care services and provision of urgent care services, crisis follow-up, and relapse prevention to children, adolescents, or adults 24 hours a day, every day of the year.

### **B. Goals**

- Crisis resolution
- Linkage to appropriate services and follow-up
- Reduction of inpatient and law enforcement interventions
- Stabilization in the least restrictive environment
- Diversion from emergency rooms when possible

### **C. Description**

An MCOT program consists of a roster of dedicated or rotating staff working in a team deployed into the community to provide crisis intervention services in compliance with 26 TAC, Chapter 301, Subchapter G (relating to Mental Health Community Services Standards). MCOT services include emergency care, urgent care, crisis follow-up and relapse prevention to adults, children, and adolescents. MCOT staff coordinate with the crisis hotline and community partners to determine when and where crisis outreach services are needed in the community.

### **D. Standards**

#### **1. Staffing Standards**

- a. A psychiatrist must serve as the medical director for all crisis services and must approve all policies, procedures, and protocols used in crisis services.
- b. Urban staffing requirements:
  - i. One LPHA and one QMHP-CS must be on duty 12 hours a day, every day of the week.
  - ii. One LPHA and one QMHP-CS must be on call 24 hours a day, every day of the week.
- c. Rural staffing requirements:
  - i. Two QMHP-CS must be on duty eight hours a day, every day of the week.
  - ii. One LPHA and one QMHP-CS must be on call 24 hours a day, every day of the week.
- d. The team must have licensed medical professionals, including a physician (preferably a psychiatrist), or a PA or APRN with specialized mental health training, or an RN, who are readily available for MCOT consultation, either in person, or through telephone, or video, 24 hours a day, every day of the year.

- e. MCOT must deploy at least two staff members when clinically indicated.
- f. When a Certified Peer Specialist deploys with the team, they must provide peer services in accordance with 15 TAC Subchapter N, §354.3013 (relating to Services Provided) and cannot conduct crisis screenings, assessments, or intervention.
- g. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

## 2. Availability

- a. MCOT services must be available 24 hours per day, every day of the year.
- b. LMHAs and LBHAs must ensure policies and procedures identify peak hours and staffing patterns based on call volume and analysis of encounter data.
- c. MCOT members must deploy in person or provide services through telehealth or telemedicine when a call is received.
- d. Response time frames per 26 TAC Chapter 301, Subchapter G (relating to Mental Health Community Services Standards) are:
  - i. Emergent care. MCOT must respond, whether face to face in person or through telehealth or telemedicine, to emergent care events immediately but no later than one hour.
  - ii. Urgent care. MCOT must respond, whether face to face in person or through telehealth or telemedicine, to urgent crises no later than eight hours.
  - iii. Routine care. The LMHA or LBHA must perform a uniform assessment within 14 days after the screening, if individual does not decline services.
  - iv. Follow up. Initial crisis follow-up and relapse prevention services must be provided within 24 hours of the initial call or contact.

## 3. Policies and Procedures

The LMHA or LBHA must develop and implement written policies and procedures that are approved by the medical director and must be consistent with evidence-based or best practices. Written policies and procedures must be submitted to HHSC in conjunction with the Consolidated Local Services Plan submission every two years. Policies and procedures must include the following:

- a. Duties and responsibilities. To define the duties and responsibilities for all staff involved in the assessment or treatment of a crisis.
- b. Staff training. To address staff training, competency, experience, and be consistent with the staff member's scope of practice (if applicable) and state standards for privileging and credentialing.
- c. Location of services provided. To ensure that services reach individuals where the crisis episode occurs or where the individual deems appropriate. At community locations like jails or emergency rooms that may provide intervention

services (medical, behavioral), MCOTs must still deploy or provide services through telehealth or telemedicine if they are called to provide crisis intervention services.

- d. Law enforcement. To ensure that:
  - i. MCOT requests for a member of law enforcement to meet MCOT and the individual at the location of the crisis when there is a significant level of risk to staff or the individual in crisis; and
  - ii. Crisis assessments are completed by MCOT and not delegated to law enforcement, in accordance with 26 TAC §301.351(b)(1) (relating to Screening and assessment).
- e. Transportation to MCOT recommended treatment. To ensure MCOTs provide linkages to alternate transportation services for individuals when the MCOT is unable to provide these services.
- f. Behavioral health emergencies. To define the procedure for the most effective and least restrictive approaches to common behavioral health emergencies seen by MCOT. Policies must include procedures for:
  - i. Communicating with inpatient psychiatric service providers when referring individuals into inpatient emergency services; and
  - ii. Identifying alternate crisis service providers, and linking individuals to these providers, when MCOT is unable to respond to a crisis situation.
- g. Reassessment. To define appropriate reassessment intervals in emergent, urgent, and routine care.

#### 4. MCOT Duties and Responsibilities

- a. Crisis training and competency. The LMHA or LBHA must define competency-based expectations for each staff position and implement a process to ensure competency of staff members prior to providing services. In accordance with 26 TAC §301.331 (relating to Competency and Credentialing) all MCOT staff must receive crisis training that includes at a minimum:
  - i. Identifying signs, symptoms, and crisis response related to substance use;
  - ii. Identifying signs, symptoms, and crisis response to trauma, abuse, and neglect;
  - iii. Identifying signs, symptoms, and crisis response to individuals with intellectual disability and developmental disabilities;
  - iv. Identifying specialized assessment and intervention strategies for children, adolescents, and families;
  - v. Assessing individuals and providing intervention;
  - vi. Conducting suicide screenings and assessments, homicide screenings and assessments, and risk of deterioration screenings and assessments;
  - vii. Applying knowledge and effective use of communication strategies such as a range of early intervention, de-escalation, mediation, problem-solving, and other non-physical interventions, according to 25 TAC, Chapter 415, Subchapter F (relating to Interventions in Mental Health Services);

- viii. Completing clinical interviews in behavioral health crisis care for all clinical staff, including a physician (preferably a psychiatrist), Advanced Practice Registered Nurse (APRN), Registered Nurse (RN), Physician's Assistant (PA), LPHA, or QMHP-CS; and
- ix. Using telehealth or telemedicine technology, if applicable. Telemedicine and telehealth competencies must be included for positions in which a staff member's job duties are related to or involve assisting with telemedicine or telehealth services and include adequate and accurate knowledge of:
  - (1) operation of the telehealth or telemedicine equipment; and
  - (2) how to use the equipment to adequately present the individual.
- b. Licensing, Credentialing, and Supervision. All MCOT team members must obtain and maintain licensing, credentialing, and supervision standards per their license, certification, or scope of practice that includes, but is not limited to:
  - i. Licensing in accordance with the respective chapter of the Texas Occupations Code;
  - ii. Credentialing in accordance with 26 TAC Chapter 301, Subchapter G (relating to Mental Health Community Services Standards);
  - iii. Supervision in accordance with the respective chapter of the Texas Occupations Code; and
  - iv. Certification in accordance with 1 TAC Chapter 354, Subchapter N (relating to Peer Specialist Services).
- c. Location of Services. These services must be delivered at the location where the crisis occurred unless the individual, family member, adult care giver, or LAR expresses preference to another location. If a crisis presents in a community location, such as a jail or hospital, including an emergency department, MCOT must respond immediately, but in no longer than one hour, to an emergency care crisis or eight hours to an urgent care crisis. The LMHA or LBHA must provide services through telehealth or telemedicine or deploy MCOT to the location of the individual for subsequent contact or crisis follow-up and relapse prevention services in accordance with approved policies, procedures, and protocols.

## 5. Screening and Assessment

The LMHA or LBHA must develop and implement a written policy and procedure that for:

- a. Crisis Screening. The written policy must describe the process for performing the screening. The process must address the criteria for requesting an immediate crisis assessment, medical screening and assessment, and psychiatric evaluation. A thorough crisis screening and documentation must incorporate the following domains:
  - i. Suicide Risk screening
    - (1) Suicidal ideation – documents: the wish to be dead, non-specific active suicidal thoughts without thoughts of ways to kill oneself; active suicidal ideation with any methods without intent to act, active suicidal ideation

- with some intent to act but without a specific plan; current access to means; and active suicidal ideation with specific plan and intent.
- (2) Intensity of ideation – documents: frequency; duration; controllability; deterrents; and reasons for ideation.
- (3) Suicidal behavior – documents: actual attempts; non-suicidal self-injurious behaviors; interrupted attempts; aborted or self-interrupted attempts; preparatory acts or behaviors; actual and potential lethality of the most recent attempt; most lethal attempt; and the initial or first attempt.
- ii. Homicide Risk Screening
  - (1) Homicidal Ideation – documents: the wish for another to be dead; non-specific active homicidal thoughts without thoughts of ways to kill another; active homicidal ideation with any methods without intent to act; active homicidal ideation with specific plan and intent.
  - (2) Intensity of Ideation – documents: frequency; duration; controllability; deterrents; and reasons for ideation.
  - (3) Homicidal behavior – documents: actual attempts; non-homicidal injurious behaviors; interrupted attempts; aborted or self-interrupted attempts; preparatory acts or behaviors; actual and potential lethality of the most recent attempt; most lethal attempt; and the initial or first attempt.
- iii. Risk of Deterioration Screening
  - (1) Documents any report of experiencing severe and abnormal mental, emotional, or physical distress.
  - (2) Documents experiencing substantial mental or physical deterioration of the proposed individual's ability to function independently, which is exhibited by the proposed individual's inability, except for reasons of indigence, to provide for the proposed individual's basic needs, including food, clothing, health, or safety.
  - (3) Documents inability to make a rational and informed decision as to whether or not to submit to treatment.
- b. Screening outcomes and dispatch levels. The crisis screening identifies the individual's level of risk, which determines the MCOT dispatch level (emergent, urgent, or routine) and protocol for crisis response, including crisis assessment. The original dispatch level from the screening may be changed, but only after information is reported that the individual is not able to participate in the screening or assessment due to:
  - i. Inaccessibility of their physical location;
  - ii. Level of cognitive impairment; or
  - iii. State of consciousness.
- c. Response Procedures
  - i. Emergent - An MCOT informed of an emergent dispatch must:
    - (1) Respond immediately, or within one hour of the incoming crisis hotline call or notification of a potential crisis situation, to initiate the crisis response and assessment process as described in 26 TAC Chapter 301, Subchapter G of this title (relating to Mental Health Community Services Standards);

- (2) Notify law enforcement with a request to co-respond with MCOT to secure the safety of all individuals present if an MCOT member believes their safety to be at risk when responding to a crisis in the community;
  - (3) Perform a face-to-face assessment in person or through telehealth or telemedicine services;
  - (4) Provide or obtain mental health community services or other necessary interventions to stabilize the crisis;
  - (5) Arrange for a physician (preferably a psychiatrist) to examine an individual face-to-face in person or through telemedicine, in accordance with 26 TAC Subchapter G, §301.351 (relating to Crisis Services), as soon as possible, but no later than 12 hours after the QMHP-CS's assessment, to determine the need for emergency services. MCOT will provide the receiving facility or service provider all relevant crisis documentation; and
  - (6) Develop an individualized crisis treatment plan including an intervention, outcome, follow-up plans, aftercare, and referral.
- ii. Urgent - An MCOT informed of an urgent dispatch must:
- (1) Respond within eight hours of the initial incoming crisis hotline call or notification of a potential crisis situation;
  - (2) Notify law enforcement to respond with MCOT, when possible, to secure the safety of all individuals present if an MCOT member believes their safety to be at risk when responding to a crisis in the community; Perform a face-to-face assessment in person or through telehealth or telemedicine services;
  - (3) Provide or obtain mental health community services or other necessary interventions to stabilize the crisis; and
  - (4) Develop an individualized crisis treatment plan including an intervention, outcome, follow-up plans, aftercare, and referral.
- iii. Routine - If the screening indicates that an individual needs routine care services, a QMHP-CS must perform a uniform assessment within 14 days after the screening, in accordance with 26 TAC Chapter 301, Subchapter G (relating to Mental Health Community Services Standards), routine care services.
- iv. MCOT, or other staff members providing crisis assessment, must document in the individual's health record justification for failing to dispatch or provide crisis response to an individual within the timeframes listed for emergent and urgent response.
- d. Crisis assessment. A crisis assessment must be completed face-to-face, in person or through telehealth or telemedicine, in accordance with 26 TAC Subchapter G, §301.321 (b)(2). A crisis assessment must include historical and current information such as the following:
- i. Mental health domain. Documents an individual's: symptomology; functionality; historical and current diagnoses and treatment for: mental health, serious emotional disturbance, or intellectual disability and developmental disorder diagnoses. The assessment must include:
    - (1) A review of records of the individual's past treatment (when available);



- (2) History from collateral sources. The team must be proactive in gathering input or corroboration of events from family members, adult care givers, or LARs whenever possible. Every effort must be made to engage family, adult care givers, or LAR support around the individual in crisis while maintaining confidentiality;
  - (3) Contact with the individual's current healthcare providers whenever possible; and
  - (4) If available, a history of the individual's previous mental health, substance use, intellectual disability or developmental disability treatment that includes:
    - (a) A record of past psychiatric medication, dosages, response to medications, side effects and adherence;
    - (b) An up-to-date record of all medications currently prescribed and the name of the prescribing professional; and
    - (c) Identification of social, environmental, and cultural factors that maybe contributing to the crisis;
  - (5) Attempt to determine if the individual has an active Declaration for Mental Health Treatment when interviewing the individual and the individual's collateral resources or current healthcare providers.
- ii. Suicide domain. Documents an individual's: current suicide risk, or plan; past suicidal ideations; past suicide attempts, and current access to means;
  - iii. Violence domain. Documents an individual's current feelings of violence towards others; plans for hurting others; access to means; and past violent behaviors;
  - iv. Trauma, abuse, and neglect domain. Documents an individual's: current and past trauma or abuse and neglect; where the trauma or abuse and neglect was experienced; and how long the trauma or abuse and neglect occurred;
  - v. Substance use domain. Documents an individual's: current use and how their use affects their thoughts and behaviors regarding suicide and violence; the last time of use; the history of substance use and recovery status; history of use, abuse, or overdose on alcohol, drugs, medications, or other substances;
  - vi. Physical and cognitive health domain. Evaluates and documents the presence or absence of cognitive signs suggesting delirium and need for emergency intervention and includes:
    - (1) An evaluation of the need for an immediate medical assessment by a physician (preferably a psychiatrist), APRN, PA, or RN;
    - (2) A general medical history that identifies all medical conditions that an individual has, and includes:
      - (a) Medical considerations of how these conditions affect the individual's overall current condition and;
      - (b) A review of symptoms focused on conditions that may present with psychiatric symptoms or cause cognitive impairment (e.g. a history of traumatic brain injury);

- (3) A review of medical conditions that may cause similar psychiatric symptoms or complicate the individual's condition; and
- (4) In emergency care, an appropriate physical health assessment; or
- (5) In urgent care, a written procedure, approved by the medical director, is implemented to assess the need for referral for a physical health assessment including laboratory screening;
- vii. Support and coping skills domain. Documents an individual's:
  - (1) Current support systems; current coping skills; historical coping skills used during stressful events; and current ideas for coping with the current crisis episode; and
  - (2) Ability and willingness to cooperate with the individualized crisis treatment plan;
- viii. Identification of social, environmental, and cultural factors that may be contributing to the emergency; and
- ix. Final outcome. Documents the creation of the crisis and safety plan(s) and the outcome of the current crisis episode.

## 6. Education and Documentation

- a. Education. MCOTs must provide appropriate educational information and crisis support resources that are relevant to stabilizing the crisis episode to individuals or family members, adult care givers, or LARs.
- b. Safety plan documentation. MCOT must complete a safety plan with individuals when clinically indicated and provide the individual a copy. MCOTs document the following information self-reported by the individual in crisis:
  - i. Warning signs - (thoughts, images, mood, situation, behavior) that a crisis may be developing;
  - ii. Internal coping strategies – what an individual can do independently to redirect focus from problems without contacting another person (relaxation technique, physical activity, etc.);
  - iii. The names and contact information for people and places that provide distraction from problems;
  - iv. The names and contact information for people whom the individual can ask for help during a crisis;
  - v. The names and contact information for professionals or agencies the individual can contact during a crisis; and
  - vi. Ways of making the environment safe including: limiting access to weapons or other means of harm to the individual or others; and limiting the use, misuse, or abuse of harmful substances, including prescription and non-prescription medications.
- c. Individualized crisis treatment plan documentation. An individualized crisis treatment plan must be developed and implemented for everyone. The individualized crisis treatment plan must be based on the symptomology and clinical presentation of the individual and includes, to the extent possible, individual or family members', adult care giver's or LAR's preferences. The individualized crisis treatment plan must

be adjusted whenever necessary to incorporate the individual's response to previous treatment. The individualized crisis treatment plan must recommend the most effective, and least restrictive, available treatment and include:

- i. Interventions;
- ii. Outcomes;
- iii. Plans for follow-up and aftercare; and
- iv. Referrals.

## 7. Coordination of Services

- a. MCOT must provide coordination of crisis services in accordance with 26 TAC §301.327 (relating to Access to Mental Health Community Services). Coordination of crisis services must:
  - i. Be provided for every individual;
  - ii. Consist of identifying and linking the individual with all available services necessary to stabilize the behavioral health crisis and ensure transition to routine care;
  - iii. Provide necessary assistance in accessing those services and conducting follow-up and relapse prevention services to determine the individual's status and need for further services; and
  - iv. Include contacting and coordinating with the individual's existing services providers in a timely manner and in conformance with applicable confidentiality requirements.
  - v. Referral decisions must include consideration of an individual's ability to understand and accept the need for treatment (if such need exists), the ability to comply with the treatment referral, and any treatment wishes listed in an individual's Declaration for Mental Health Treatment.
- b. Emergency care services. If a mental health emergency is evident after assessment, the MCOT must provide immediate crisis intervention. MCOT must check availability of clinically appropriate environments to ensure safety and provision of a physician's assessment to determine further treatment for the individual, per 26 TAC §301.327 (relating to Access to Mental Health Community Services).
- c. MCOT will provide the receiving facility or service provider all relevant crisis documentation before or at the time of the individual's admission, in accordance with 26 TAC §306.163 (relating to Most Appropriate and Available Treatment Options). The provided crisis information must include the individual's:
  - i. identifying information, including address;
  - ii. legal status (e.g., regarding guardianship, charges pending, custody) as applicable;
  - iii. pertinent medical and medication information, including known disabilities;
  - iv. behavioral information, including information regarding COPSD;

- v. other pertinent treatment information;
- vi. finances, third-party coverage, and other benefits, if known; and
- vii. advance directive; and
- d. Develop an individualized crisis treatment plan including an intervention, outcome, follow-up plans, aftercare, and referral.
- e. Emergency medical services. If a medical emergency is evident, MCOT will arrange for immediate medical care to prevent death or worsening of physical illness or injury. MCOT must provide relevant crisis documentation to the medical provider and coordinate services for the individual based upon the individual's health status and medical provider's recommendations.
- f. Transportation. MCOT or an individual's family member, adult care giver, or LAR may transport the individual for crisis stabilization services. If the MCOT member determines that they cannot transport the individual safely, they may arrange for or coordinate transportation with law enforcement.

## 8. Continuity of Care

- a. Upon resolution of the crisis episode, crisis follow up and continuity of care for eligible individuals must include:
  - i. Transition to a non-crisis level of care as medically necessary;
  - ii. Crisis follow-up and relapse prevention, either by the MCOT or another community services provider, throughout a 90-day period (Level of Care 5) until the individual is stabilized or transitioned to appropriate behavioral health services; and
  - iii. Linking children, adolescents, and families with intensive evidenced-based treatments aimed at reducing further risk of out-of-home placement as soon as possible.
- b. If the screening indicates that an individual needs routine care services:
  - i. A QMHP-CS must perform a uniform assessment within 14 days after the screening, in accordance with 26 TAC §301.327(d)(2) (relating to Routine care services); and
  - ii. The uniform assessment must be performed using the assessment tool adopted by HHSC that is used for recommending an approved level of care or other HHSC-approved assessment tool. The current tools are the Adult Needs and Strengths Assessment (ANSA) and the Child and Adolescent Needs and Strengths Assessment (CANS).

## **III. Walk-In Crisis Services**

### **A. Definition**

Walk-in crisis services are office-based crisis services providing immediate screening and assessment and brief, intensive interventions focused on resolving a crisis and preventing admission to the least restrictive level of care. These walk-in services may be provided in psychiatric emergency services outpatient clinics, psychiatric urgent care clinics, and in routine care clinics. Information Item V. Section IV. Extended Observation Services provides standards for Psychiatric Emergency Services Centers (PESCs) screening, triage, and assessment services.

### **B. Goals**

- Prompt screening and assessment
- Stabilization in the least restrictive environment
- Crisis resolution
- Linkage to appropriate services

### **C. Description**

Walk-in crisis services are immediately accessible services for adults, children, and adolescents that provide crisis screening, assessment and treatment. Walk-in crisis services are designed to be intensive and time-limited and are provided until the crisis is resolved or the person is referred to another level of care. Walk-in crisis services are offered in LMHA and LBHA service areas based on availability of LMHA or LBHA funding.

For individuals whose crisis screening or assessment indicate that they are presenting with imminent risk of harm to themselves or others in their immediate environment, rapid transfer to a higher level of care is facilitated. If extreme risk of harm is ruled out, brief crisis intervention services are provided on-site.

### **D. Standards**

#### **1. Availability**

- a. The LMHA or LBHA must provide immediate access to qualified staff to provide crisis screening, assessment and intervention services during hours of operation.
- b. Children and adolescent walk-in crisis service hours must be flexible to meet family needs.

#### **2. Physical plant**

- a. The location of the walk-in crisis services must be clearly marked from the street, and the LMHA or LBHA must include the location in printed and online service literature and social media accounts, as well as in community resource directories.
- b. The LMHA's or LBHA's offices must meet all Americans with Disabilities Act Accessibility Guidelines and Texas Accessibility Standards.

- c. The LMHA's or LBHA's offices must have at least one designated area where individuals deemed at imminent risk of harm to themselves or others in their immediate environment can be safely maintained and observed until transported to a higher level of care.
- d. The LMHA's and LBHA's office spaces must provide an individual with privacy for protection of confidentiality.

### 3. Staffing

- a. A psychiatrist must serve as the medical director for all crisis services and approve all written procedures and protocols.
- b. Duties and responsibilities for all staff involved in assessment or treatment must be defined in writing, appropriate to staff training and experience, and in conformance with the staff member's scope of practice and in conformance to state standards for licensing and credentialing.
- c. All crisis service staff members must receive crisis training that includes but is not limited to:
  - i. Identifying signs, symptoms, and crisis response related to substance use and use;
  - ii. Identifying signs, symptoms, and crisis response to trauma, abuse and neglect;
  - iii. Identifying signs, symptoms, and crisis response to individuals with intellectual disability and development disabilities;
  - iv. Identifying specialized assessment and intervention strategies for children, adolescents, and families;
  - v. Assessing individuals and providing intervention;
  - vi. Conducting suicide screenings and assessments, homicide screenings and assessment, and risk of deterioration screenings and assessments;
  - vii. Applying knowledge and effective use of communication strategies such as a range of early intervention, de-escalation, mediation, problem-solving, and other nonphysical interventions according to 25 TAC, Chapter 415, Subchapter F (relating to Interventions in Mental Health Services);
  - viii. Completing clinical interviews in behavioral health crisis care for staff such as a physician (preferably a psychiatrist), Advanced Practice Registered Nurse (APRN), Registered Nurse (RN), Physician's Assistant (PA), LPHA, or Qualifies Mental Health Professional – Community Services (QMHP-CS); and
  - ix. Using telehealth or telemedicine technology, if applicable. Telemedicine and telehealth competencies must be included for positions in which a staff member's job duties are related to or involve assisting with telemedicine or telehealth services and include adequate and accurate knowledge of:
    - (1) operation of the telemedicine or telehealth equipment; and
    - (2) how to use the equipment to adequately present the individual.
- d. Children's counseling must be provided by LPHAs with additional experience, training, and competency in child and adolescent treatment issues and working with children and families in crisis.

- e. All crisis services staff members must be trained physicians (preferably psychiatrists), APRNs, PAs, RNs, LPHAs, QMHP-CSs or trained and competent crisis support staff.
- f. All staff providing crisis screening, assessment, and intervention must be physicians (preferably psychiatrists), APRNs, PAs, RNs, LPHAs, or QMHP-CSs
- g. A physician (preferably a psychiatrist), or APRN or PA must be available for telephone consultation or face-to-face in person or telemedicine assessment based on the crisis assessment.
- h. The LMHA or LBHA must develop and implement written policy and protocol ensuring access to emergency LMHA or LBHA resources when the level of risk to an individual or staff member exceeds the capability of on-site staff.
- i. Staff members who are trained in, and prepared to provide, first-responder health care, including Basic Life Support and First Aid, must be on site at all times during business hours when emergency medical services are not available on site.
- j. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

#### 4. Crisis Screening, Triage, and Assessment

- a. Crisis Screening and Triage. All screening and triage activity must be documented in the health record of an individual receiving services.
  - i. Individuals must be screened by a QMHP-CS, a APRN, PA, or RN within 15 minutes of presentation, with procedures to prioritize individuals with imminently dangerous behaviors.
  - ii. The LMHA or LBHA must provide a safe and secure location with constant staff observation and monitoring until the individual is triaged.
  - iii. Trained staff who are prepared to provide first-responder health care (Basic Life Support, First Aid, etc.) must be on site at all times when emergency medical services are not available on site. The LMHA or LBHA must develop and implement a written policy and procedure for crisis screening that addresses:
    - (1) Screening for emergency medical conditions;
    - (2) The process for accessing emergency medical intervention; and
    - (3) For determining when to call 911.
  - iv. The LMHA or LBHA must develop and implement a written policy and procedure that describes the process for performing triage. The triage process must include an evaluation of the:
    - (1) Risk of harm to self or others;
    - (2) Presence or absence of cognitive signs suggesting delirium;
    - (3) Need for immediate full crisis assessment;
    - (4) Need for emergency intervention;
    - (5) Need for a medical screening or medical assessment, including vital signs and a medical history; and

- (6) Need for lab work.
- v. The LMHA or LBHA must develop and implement a written policy and procedure to determine criteria for deciding which individuals presenting for care are served by the walk-in service provider and which individuals are referred to another health care provider or facility. Individuals considered for referral to a lower level of care must meet the following criteria:
  - (1) Low risk of harm to themselves or others;
  - (2) Have no more than mild functional impairment; and
  - (3) Do not have significant medical, psychiatric, or substance use disorders.
  - (4) Referral decisions must include consideration of an individual's ability to understand and accept the need for treatment (if such need exists), the ability to comply with the treatment referral, and any treatment wishes listed in an individual's Declaration for Mental Health Treatment.
- b. Assessment. An individual who was not referred to another provider or facility for crisis care after triage must receive a full crisis assessment, including a psychiatric and medical assessment, when ordered by a physician (preferably a psychiatrist). All assessment activity must be documented in the health record of an individual receiving services.
  - i. An assessment must be initiated by an LPHA or RN within one hour of referral from the screening process.
  - ii. The LMHA or LBHA must develop and implement a written policy and procedure that ensures that an LPHA or RN initiates the full crisis assessment process within 15 minutes of initial presentation to walk-in crisis services for individuals who require immediate assessment due to imminent risk of harm.
  - iii. A physician (preferably a psychiatrist), or a APRN or PA must be available to examine and complete a psychiatric assessment for an individual in emergent crisis between three and eight hours from presentation to the services.
  - iv. A crisis assessment must be completed face-to-face, in person or through telehealth or telemedicine, in accordance with 26 TAC Subchapter G, §301.321(b)(2). Clinical interviews must be conducted by a physician (preferably a psychiatrist), APRN, PA, RN, LPHA, or QMHP-CS with training in behavioral health crisis care. A crisis assessment must include historical and current information within the following:
    - (1) Mental health domain. Documents an individual's: symptomology; functionality; historical and current diagnoses and treatment for mental health, serious emotional disturbance, or intellectual disability and developmental disorder diagnoses. The assessment must include:
      - (a) A review of records of the individual's past treatment (when available);
      - (b) History from collateral sources. The team is proactive in gathering input or corroboration of events from family members, adult care givers, or LARs whenever possible. Every effort must be made to



- engage family, adult care givers, or LAR support around the individual in crisis while maintaining confidentiality;
- (c) Contact with the individual's current healthcare providers whenever possible; and
- (d) If available, a history of the individual's previous mental health, substance use, intellectual disability or developmental disability treatment that includes:
  - (i) A record of past psychiatric medication, dosages, response to medications, side effects and adherence;
  - (ii) An up-to-date record of all medications currently prescribed and the name of the prescribing professional;
  - (iii) An individual's collateral resources or current healthcare providers. Identification of social, environmental, and cultural factors that may be contributing to the crisis; and
  - (iv) An attempt to determine if the individual has an active Declaration for Mental Health Treatment when interviewing the individual and the individual's collateral resources or current healthcare providers.
- (2) Suicide domain. Documents an individual's: current suicide risk, or plan; past suicidal ideations; past suicide attempts, and current access to means;
- (3) Violence domain. Documents an individual's: current feelings of violence towards others; plans for hurting others; access to means; and past violent behaviors;
- (4) Trauma, abuse, and neglect domain. Documents an individual's: current and past trauma or abuse and neglect; where the trauma or abuse and neglect was experienced; and how long the trauma or abuse and neglect occurred;
- (5) Substance use domain. Documents an individual's: current use and how their use affects their thoughts and behaviors regarding suicide and violence; the last time of use; the history of substance use and recovery status; history of use, abuse, or overdose on alcohol, drugs, medications, or other substances;
- (6) Physical and cognitive health domain. Evaluates and documents the presence or absence of cognitive signs suggesting delirium and need for emergency intervention and includes:
  - (a) An evaluation of the need for an immediate medical assessment by a physician (preferably a psychiatrist), APRN, PA, or RN;
  - (b) A general medical history that identifies all medical conditions that an individual has, and includes:
    - (i) Medical considerations of how these conditions affect the individual's overall current condition and;

- (ii) A review of symptoms focused on conditions that may present with psychiatric symptoms or cause cognitive impairment (e.g. a history of traumatic brain injury);
- (c) A review of medical conditions that may cause similar psychiatric symptoms or complicate the individual's condition; and
- (d) An LMHA or LBHA must ensure the creation and implementation of a written policy that describes the process used in urgent care situations to:
  - (i) assess the need for referring an individual for a physical health assessment, including laboratory screening; and
  - (ii) Coordinate referral to those assessment and laboratory services.
- (e) An LMHA or LBHA must ensure the creation and implementation of a written policy that describes the process used in an emergent care situation to refer an individual to an appropriate facility, such as an emergency department, Extended Observation Unit with access to medical services, or a Psychiatric Emergency Services Center.
- (7) Support and coping skills domain. Documents an individual's:
  - (a) Current support systems; current coping skills; historical coping skills used during stressful events; and current ideas for coping with the current crisis episode; and
  - (b) Ability and willingness to cooperate with the individualized crisis treatment plan; and
- (8) Identification of social, environmental, and cultural factors that may be contributing to the emergency; and
- (9) Final outcome. Documents the creation of the crisis and safety plan(s) and the outcome of the current crisis episode.

## 5. Intervention

- a. A written policy and procedure must be developed and implemented that specifies the most effective and least restrictive approaches to common behavioral health emergencies seen in the walk-in crisis services and is approved by the medical director. The policies and procedures must be reviewed and updated as needed.
- b. A written policy and procedure must be developed and implemented for providing immediate crisis intervention and safe transportation of an individual to an appropriate facility if screening or assessment indicates the need for a higher level of care to ensure safety or further treatment. The individual must be monitored continuously until transferred.
- c. A crisis treatment plan that provides the most effective and least restrictive treatment available must be developed and implemented for each individual. The plan must be based on the provisional psychiatric diagnosis and incorporates, to the extent possible, individual and family preferences. The plan must address intervention, outcomes, plans for follow-up and aftercare, and referrals.

- d. Whenever necessary, the crisis treatment plan must be adjusted to incorporate the individual's response to previous treatment.
- e. Individuals and families must receive appropriate educational information that is relevant to their condition, including information about the most effective treatment for the individual's behavioral health disorder.
- f. The medical director must define appropriate reassessment intervals for emergent, urgent, and routine care.
- g. Children's counseling must be provided by LPHAs with additional experience, training, and competency in child and adolescent treatment issues and working with children and families in crisis.
- h. Services provided must link families with intensive evidence-based treatments aimed at reducing risk of out of home placement.

## 6. Coordination and Continuity of Care

- a. Coordination of crisis services must be provided for every individual. Coordination of crisis services consists of:
  - i. Linking the individual with all available services necessary to stabilize the behavioral health crisis and ensure transition to routine care;
  - ii. Conducting follow-up and relapse prevention services to determine the individual's status and need for further service; and
  - iii. Contacting and coordinating with the individual's existing service providers in a timely manner and in conformance with applicable confidentiality requirements.
- b. Upon resolution of the crisis, eligible individuals must be transitioned to an appropriate level of care (LOC) as determined by medical necessity.
- c. The individual must receive crisis follow-up and relapse prevention either by the MCOT or from another community service provider throughout a 90-day period (LOC 5: Transitional Services) until they are stabilized or transitioned to appropriate behavioral health services.

## **IV. Extended Observation Unit**

### **A. Definition**

Extended Observation Units (EOUs) operated by a LMHA or LBHA provide adult individuals, presenting on voluntary or involuntary status, with access to emergency psychiatric care 24 hours a day, every day of the year. EOU facilities may also provide services to children and adolescents. EOU services are provided in a safe and secure environment and staffed by medical personnel, mental health professionals, and trained crisis support staff. All EOU services must be delivered in accordance with Texas Health and Safety Code (THSC) Chapter 573 (relating to Emergency Detention); Title 26 Texas Administrative Code (TAC) Chapter 301, Subchapter G (relating to Mental Health Community Services Standards) and 26 TAC Chapter 306, Subchapter D (relating to Mental Health Services—Admission, Continuity, and Discharge).

EOUs must have the ability to serve individual with psychiatric symptoms ranging from moderate to severe, depending on the EOU's level of observation services, and coordinate an individual's transfer to a higher level of care after 48 hours when clinically indicated and ordered by a physician, preferably a psychiatrist.

### **B. Goals for Extended Observation**

- Provide prompt and comprehensive assessment for individuals during a behavioral health crisis, in accordance with 26 TAC §301.327(d)(C) (relating to Urgent care services)
- Provide immediate crisis assessment, psychiatric evaluation, and treatment for individuals experiencing a behavioral health emergency, in accordance with 26 TAC §301.327(d)(B) (relating to Emergency care services)
- Prompt crisis stabilization in a secure environment
- Provide crisis resolution and linkage to appropriate services
- Provide transition to clinically appropriate levels of care when a crisis cannot be stabilized in a less restrictive setting
- Reduce inpatient and law enforcement interventions

### **C. Description**

Extended Observation services are provided under supervision of a psychiatrist. The duration of an individual's extended observation services must not exceed 48 hours. If an individual is unable to gain behavioral health stabilization after 48 hours, the treating physician must determine the next appropriate level of care for the individual. Continuity of care services are provided to ensure that the individual is transferred to continuing treatment and linked with recommended support services.

### **D. Standards**

An LMHA or LBHA may provide extended observation services in a free-standing EOU or in an EOU in a Psychiatric Emergency Service Center (PESC). The availability of an EOU in

either location is dependent upon community needs and available funding. Standards located in D. Standards 3-10, E. Crisis Screening and Triage, F. Crisis Assessment, G. Treatment, H. Discharge Planning, and I. Medication Standards are applicable to all EOU's.

## 1. Free Standing EOU Facility

A free-standing EOU must maintain:

- a. A location near a licensed hospital or a Crisis Stabilization Unit (CSU) licensed in accordance with 26 TAC Chapter 510 (relating to Private Psychiatric Hospitals and Crisis Stabilization Units), to provide individuals with access to urgent or emergency medical stabilization services and emergency psychiatric stabilization services; and
- b. Adherence to general facility standards described in subsections J-O of this section.

## 2. PESC Facility

A PESC includes extended observation beds and services in a secure treatment environment that is co-located in a licensed hospital or in a CSU licensed in accordance with 26 TAC Chapter 510 (relating to Private Psychiatric Hospitals and Crisis Stabilization Units). A PESC provides walk-in access to immediate behavioral health emergency screening and assessment, extended observation services, and a continuum of crisis and behavioral emergency stabilizing treatment for individuals whose behavioral symptoms cannot be stabilized within 48 hours.

- a. A PESC must provide a combination of services that includes, at minimum:
  - i. Extended Observation services, as described in A. Description of this section, in a designated area of the PESC; and
  - ii. Inpatient services in an environment designed to provide safety and security during acute behavioral health crisis; or
  - iii. CSU services in a secure and protected treatment environment that complies with CSU licensure requirements.
- b. The LMHA or LBHA providing PESC services must have a written agreement with the hospital or CSU with which the PESC is co-located and must ensure that the PESC facility:
  - i. Is accessible and meets all ADA Accessibility Guidelines, Texas Accessibility Standards, and applicable sections of the TAC;
  - ii. Has provisions for ensuring the personal safety of both individuals receiving services and PESC staff members;
  - iii. Has at least one designated area where individuals in acute crisis can be safely maintained and monitored until transported to a hospital or CSU;
  - iv. Has spaces that provide privacy for the protection of confidentiality of an individual providing information and for a staff member receiving information; and

- v. maintains separate child, adolescent, and adult treatment and observation areas in facilities where services are provided for children and adolescents.

### 3. Eligibility Criteria

An EOU in any location must adhere to the following eligibility requirements:

- a. Develop and implement a written process and procedure that outlines eligibility criteria for admission into the EOU;
- b. QMHP-CS must conduct a crisis screening to determine if an individual meets eligibility criteria that may result in acceptance into the EOU;
- c. Admission to the EOU must be based on medical necessity as determined by the physician, preferably a psychiatrist; and
- d. The facility must not admit an individual whose acuity level cannot be effectively managed in the EOU as determined by a physician, preferably a psychiatrist. An individual that requires a more restrictive or less restrictive level of care must be referred the more appropriate treatment setting.

### 4. Capacity to Consent.

An individual with capacity to consent to EOU treatment, services, and medications, as determined by a physician, preferably a psychiatrist, must give written consent to receive mental health services, including medication and laboratory services. If an individual is in a psychiatric emergency regardless of consent, the individual may be administered emergency medication in accordance with 25 TAC Chapter 414, Subchapter I (relating to Consent to Treatment with Psychoactive Medication--Mental Health Services).

### 5. Admission Status and Egress.

Regardless of voluntary or involuntary admission status at time of presentation, everyone must receive information about their rights and a Rights Handbook in accordance with 25 TAC Chapter 404, Subchapter E (relating to Rights of Persons Receiving Mental Health Services).

- a. Individuals presenting to an EOU on voluntary status may:
  - i. Be admitted into services by a physician, preferably a psychiatrist;
  - ii. Have access to, with or without supervision, approved areas of the EOU located away from the individual's bed or unit; and
  - iii. Receive services in the least restrictive environment available, consistent with the protection of the individual and the protection of the community.
- b. Individuals presenting to an EOU on emergency detention status may be safely maintained and observed in a locked unit, in accordance with THSC Chapter 573.
- c. Individual being detained under emergency detention must be released if:

- i. A physician (i.e., preferably a psychiatrist) determines that the individual no longer meets the criteria for emergency detention; or
  - ii. When the emergency detention 48-hour maximum hold has expired; and
  - iii. The individual shall be discharged to the community, discharged and readmitted as a voluntary admission, or transferred to an appropriate level of care.
- d. In accordance with THSC 573.021, if the 48-hour period ends on a Saturday, Sunday, legal holiday, or before 4 p.m. on the first succeeding business day, the person may be detained until 4 p.m. on the first succeeding business day. If the 48-hour period ends at a different time, the person may be detained only until 4 p.m. on the day the 48-hour period ends. If extremely hazardous weather conditions exist or a disaster occurs, the presiding judge or magistrate may, by written order made each day, extend by an additional 24 hours the period during which the person may be detained. The written order must declare that an emergency exists because of the weather or the occurrence of a disaster.
- e. An individual on voluntary status who makes a request to discharge, in any format, shall be honored as a request to leave. The individual's request for discharge shall be processed as soon as possible. The individual shall be discharged with at minimum the individual's belongings and medications. Staff shall immediately notify the LPHA and physician (preferably a psychiatrist) of the individual's request.

## 6. Length of Stay.

Extended observation services can take place for up to 23 hours or up to 48 hours, depending on the physical setting of the facility as described in subsection 7. Observation Area of this section. An individual who cannot be stabilized within that timeframe must be referred and linked to the appropriate level of care such as an inpatient hospital unit or CSU. The LMHA or LBHA must develop and implement written policies and procedures for serving individuals admitted on emergency detention after the 48 hours has expired.

## 7. Observation Area.

The LMHA or LBHA providing, or subcontracting, extended observation services must ensure the observation area of any EOU physical plant provides:

- a. A designated area where an individual experiencing acute symptoms can be observed and safely maintained until the crisis is resolved or the individual is transported to another level of care;
- b. A separate bed for each individual in a facility providing 48-hour observation;
- c. Staff monitoring at all times for:
  - i. The area with chairs or beds in a shared room or bedrooms, in a 23-hour observation facility;
  - ii. The beds in any shared bedroom; and

- iii. Private bedroom areas, with direct observation of the individual in the bedroom conducted no more than 15 minutes apart;
- d. One-to-one continuous observation of an individual when ordered by the treating physician;
- e. Privacy for the protection of confidentiality, when an individual providing, or a staff member is obtaining any information protected under the Health Insurance Portability and Accountability Act (HIPAA) rules or other applicable federal or state laws concerning confidentiality;
- f. Separate observation areas for children, adolescents, and adults; and
- g. A secure environment in which exterior doors may be locked and monitored for the safety and protection of individuals and staff.

## 8. Staffing

- a. A psychiatrist must serve as the medical director for all crisis services and approve all crisis services policies and procedures, in accordance with 26 TAC §301.321(b) (relating to Management of key processes and functions).
- b. Staffing plans must:
  - i. Adhere to the following standards for EOUs and not follow the staffing plans of a facility that provides a lower level of care;
  - ii. Adjust nursing support staff numbers as clinically indicated to address the number and acuity of individuals served;
  - iii. Provide licensed and credentialed staff to ensure the availability of:
    - (1) A physician, preferably a psychiatrist, or a APRN or PA, to be on call 24 hours a day, every day of the year, to evaluate an individual face-to-face or through telemedicine services, as needed;
    - (2) At least one LPHA must be available on site every day of the year from 8:00 a.m. to 8:00 p.m., and through telehealth after hours, as needed;
    - (3) At least one RN on site 24 hours a day, every day of the year;
    - (4) At least one QMHP-CS on site between the hours of 8 a.m. to 7 p.m. and assigned to identified individuals on each shift; and
    - (5) At least three trained and competent crisis support staff on site 24 hours a day, every day of the year.
  - iv. Provide a sufficient number of available physicians, preferably psychiatrists, or APRNs, PAs, and RNs to provide initial assessment of individuals in services through:
    - (1) An RN nursing assessment initiated within 15 minutes of an individual's presentation to an EOU;
    - (2) An LPHA assessment initiated within one hour of an individual's presentation at the EOU;
    - (3) A physician preliminary examination, conducted through in-person or telemedicine services, within eight hours of an individual's presentation at the EOU.
  - v. Provide a sufficient number of available LVNs, LPHAs, QMHP-CSs, and trained and competent crisis support staff to allow for the provision of:



- (1) Reassessment of the progress of each individual in service at a minimum of every:
    - (a) 15 minutes, by trained and competent crisis support staff;
    - (b) Two hours by licensed nurses;
    - (c) Four hours by QMHP-CSs; and
    - (d) 12 hours by physicians, preferably psychiatrists, or
    - (e) APRNs or PAs;
  - (2) Active group or individual therapeutic interventions required by the individual's treatment plan and consistent with the individual's clinical state; and
  - (3) Patient and staff personal safety, including one to one observation as needed.
- c. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

## 9. Duties and Responsibilities.

An LMHA or LBHA must define in writing duties and responsibilities for all staff involved in the assessment or treatment of individuals receiving services. Assigned duties and responsibilities must be appropriate to staff training, experience, and displayed competencies and remain in conformance with the staff's scope of practice, or state licensing and credentialing standards.

- a. A psychiatrist must serve as the medical director for all crisis services and must approve all policies and procedures used in crisis services.
- b. All EOU staff members must receive crisis training and meet required competencies in accordance with 26 TAC §301.3313(a)(3)(A) (relating to Required Competencies) and with 26 TAC §301.3313(a)(3)(B) (relating to Critical Competencies).
- c. All EOU staff members involved in the assessment or treatment of individuals in services must meet specialty competencies in accordance with 26 TAC §301.331(a)(3)(C) (relating to Specialty Competencies).
- d. All EOU staff members providing crisis services and interventions must meet specialty competencies in accordance with 26 TAC §301.331(b) (relating to Competency of Crisis Services Providers).
- e. An LMHA or LBHA must develop and implement written policies and procedures for RNs to make assignments to LVNs, or delegate to crisis support staff, nursing acts for the care of stable individuals with common, well-defined health problems with predictable outcomes, in accordance with 26 TAC §301.355(b) (relating to Medication Service Delivery). The policies must address types of nursing acts that may be delegated, the method to ensure the staff is trained and qualified to perform a delegated nursing act, and the frequency of nursing supervision.

- f. Clinical supervision must be provided and documented for all staff members, and all licensed staff members must be supervised in accordance with their practice and applicable rules, in accordance with 26 TAC §301.363 (relating to Supervision).

## 10. Service Availability.

The EOU must adhere to the following service availability requirements.

- a. Available 24 hours a day, every day of the year, throughout the participating service areas.
- b. Delivered in accordance with utilization management guidelines and authorization of services and timeframes, in accordance with 301.355(c)(1) (relating to Utilization Management). A diagnosis is not required when services are delivered in a crisis level of care such as the services provided in an EOU. Crisis services must be authorized within two business days of presentation.

## E. Crisis Screening and Triage

- 1. All screening and triage activity must be documented in the health record of an individual receiving services.
- 2. Individuals must be screened by a physician (preferably a psychiatrist), an APRN, PA, or RN within 15 minutes of presentation, with procedures to prioritize individuals with imminently dangerous behaviors.
  - a. Until the individual is triaged, they must wait in a safe and secure location with constant staff observation and monitoring.
  - b. Trained staff who are prepared to provide first-responder health care (Basic Life Support, First Aid, etc.) must be on site at all times when emergency medical services are not available on site. The LMHA or LBHA must develop and implement a written policy and procedure for crisis screening that addresses:
    - i. Screening for emergency medical conditions;
    - ii. The process for accessing emergency medical intervention; and
    - iii. For determining when to call 911 for assistance.
  - c. The LMHA or LBHA must develop and implement a written policy and procedure that describes the process for performing triage. The triage process must include:
    - i. An evaluation of risk of harm to self or others;
    - ii. The presence or absence of cognitive signs suggesting delirium;
    - iii. The need for immediate full crisis assessment;
    - iv. The need for emergency intervention;
    - v. The need for a medical screening or medical assessment, including vital signs and a medical history; and
    - vi. Lab work.
  - d. The LMHA or LBHA must develop and implement a written policy and

procedure to determine criteria for deciding which individuals presenting for care are referred to the provider or to another health care facility. Individuals considered for referral to a lower level of care must meet the following criteria:

- i. Low risk of harm to themselves or others;
  - ii. Have no more than mild functional impairment; and
  - iii. Do not have significant medical, psychiatric, or substance use disorders.
- Referral decisions must consider the individual's ability to understand and accept the need for treatment (if such need exists) and to comply with the referral.

## **F. Crisis Assessment**

After triage, an individual who is not referred elsewhere for care must receive a full crisis assessment, including a psychiatric and medical assessment, when ordered by a physician (preferably a psychiatrist). All assessment activity must be documented in the health record of an individual receiving services.

1. An LMHA or LBHA must develop and implement written policies and procedures for:
  - a. Crisis assessments. QMHP-CS crisis assessments must be conducted using assessment tools adopted by the Health and Human Services Commission (HHSC) for recommending and authorizing a Level of Care (LOC);
  - b. LPHA diagnostic assessments. LPHA diagnostic assessments must be initiated within one hour of an individual's presentation at the EOU. The LMHA or LBHA must develop and implement a written policy and procedure that allows individuals requiring immediate LPHA assessment to be assessed by an LPHA within 15 minutes.
  - c. Physician assessment. An individual who receives an LPHA diagnostic assessment must next receive a preliminary examination, comprised of medical and psychiatric assessment, from a physician, preferably a psychiatrist, within eight hours of presentation at the EOU. The physician may conduct a face-to-face examination of an individual through an in-person or telemedicine interview, as needed.
2. Crisis assessments must be conducted using assessment tools adopted by HHSC for recommending and authorizing a LOC.
3. All individuals under the age of 18 years old must receive a developmental assessment by an LPHA with appropriate training in the assessment and treatment of children and adolescents in a crisis setting.
4. A crisis assessment must be completed face-to-face, in person or through telehealth or telemedicine, in accordance with 26 TAC Subchapter G, §301.321 (b)(2). Clinical interviews must be conducted by a physician (preferably a psychiatrist), APRN, PA, RN, LPHA, or QMHP-CS with training in behavioral health crisis care.
5. A crisis assessment must include historical and current information within the following domains:

- a. Mental health domain. Documents an individual's: symptomology; functionality; historical and current diagnoses and treatment for mental health, serious emotional disturbance, or intellectual disability and developmental disorder diagnoses. The assessment must include:
  - i. A review of records of the individual's past treatment when available;
  - ii. History from collateral sources. The team is proactive in gathering input or corroboration of events from family members, adult care givers, or LARs whenever possible. Every effort must be made to engage family, adult care givers, or LAR support around the individual in crisis while maintaining confidentiality;
  - iii. Contact with the individual's current healthcare providers whenever possible; and
  - iv. If available, a history of the individual's previous mental health, substance use, intellectual disability or developmental disability treatment that includes:
    - (1) A record of past psychiatric medication, dosages, response to medications, side effects and adherence;
    - (2) An up-to-date record of all medications currently prescribed and the name of the prescribing professional;
    - (3) Identification of social, environmental, and cultural factors that may be contributing to the crisis; and
    - (4) An attempt to determine if an individual has an active Declaration for Mental Health Treatment when interviewing the individual and the individual's collateral resources or current healthcare providers.
- b. Suicide domain. Documents an individual's: current suicide risk, or plan; past suicidal ideations; past suicide attempts, and current access to means;
- c. Violence domain. Documents an individual's: current feelings of violence towards others; plans for hurting others; access to means; and past violent behaviors;
- d. Trauma, abuse, and neglect domain. Documents an individual's: current and past trauma or abuse and neglect; where the trauma or abuse and neglect was experienced; and how long the trauma or abuse and neglect occurred;
- e. Substance use domain. Documents an individual's: current use and how their use affects their thoughts and behaviors regarding suicide and violence; the last time of use; the history of substance use and recovery status; history of use, abuse, or overdose on alcohol, drugs, medications, or other substances;
- f. Physical and cognitive health domain. Evaluates and documents the presence or absence of cognitive signs suggesting delirium and need for emergency intervention and includes:
  - i. An evaluation of the need for an immediate medical assessment by a physician (preferably a psychiatrist), APRN, PA, or RN;
  - ii. A general medical history that identifies all medical conditions that an individual has, and includes:
    - (1) Medical considerations of how these conditions affect the individual's overall current condition and;

- (2) A review of symptoms focused on conditions that may present with psychiatric symptoms or cause cognitive impairment (e.g. a history of traumatic brain injury);
    - iii. A review of medical conditions that may cause similar psychiatric symptoms or complicate the individual's condition; and
  - g. Support and coping skills domain. Documents an individual's:
    - i. Current support systems; current coping skills; historical coping skills used during stressful events; and current ideas for coping with the current crisis episode; and
    - ii. Ability and willingness to cooperate with the individualized crisis treatment plan; and
  - h. Identification of social, environmental, and cultural factors that may be contributing to the emergency; and
  - i. Final outcome. Documents the creation of the crisis and safety plan(s) and the outcome of the current crisis episode.
6. Physical health assessment. An individual must receive a physical health assessment within four hours of presentation to the EOU, unless it has been clinically determined the individual requires immediate assessment within 15 minutes of the clinical determination. The LMHA or LBHA must develop and implement written policies and procedures that ensures that those who require a physical health assessment immediately can be seen and assessed within five minutes of initial presentation. The initial assessment for physical health must be performed as ordered by a physician (preferably a psychiatrist), an APRN, or a PA. The physical health assessment must include:
- a. A cognitive examination that screens for significant cognitive or neuron-psychiatric impairment and documents of the presence or absence of cognitive signs suggesting delirium and the need for emergency intervention;
  - b. A screening neurological examination that is adequate to rule out significant acute pathology;
  - c. A general medical history that identifies all medical conditions of an individual, and includes:
    - i. Medical considerations of how these conditions affect the individual's overall current condition;
    - ii. A review of symptoms focused on conditions that may present with psychiatric symptoms or cause cognitive impairment, including history of traumatic brain injury;
    - iii. A review of medical conditions that may cause similar psychiatric symptoms or complicate the individual's condition; and
    - iv. A review of need for immediate full assessment, need for emergency intervention, and a medical screening assessment, including vital signs and a medical history, whenever possible.
  - d. Immediate access to on-site phlebotomy, urine collection, and rapid turnaround laboratory tests and evaluations must be provided, as clinically indicated. A

written policy and procedure must identify labs that will be made available and may include:

- i. A complete blood count with differential;
  - ii. A comprehensive metabolic panel;
  - iii. A thyroid screening panel;
  - iv. A toxicology evaluation;
  - v. A pregnancy test for females of child bearing age;
  - vi. A screening test for tertiary syphilis;
  - vii. Psychiatric medication levels;
- e. Other tests or evaluations, as appropriate, based on the patterns of illness in the individuals served;
  - f. Screening for intoxication and, when indicated, screening for symptoms and complications of substance withdrawal must be provided; and
  - g. A neurological examination that is adequate to rule out significant acute pathology;
  - h. On-site capability for such routine assessments as pulse oximetry, glucometry (or stat blood glucose testing), point of care urine toxicology screening (results available within four hours), and a targeted physical examination.

## **G. Treatment**

All treatment activities must be documented in the individual's clinical record. The LMHA or LBHA must develop and implement written policies and procedures to ensure the provision of:

1. Immediate intervention to stabilize a behavioral health emergency. These procedures must describe the most effective and least restrictive approaches to common psychiatric emergencies seen in EOU's with walk-in crisis services, including behavioral health intervention that must always be available to prevent harm to individuals receiving EOU services and others in the facility. These procedures must be reviewed, updated and approved by the medical director every three years, with revisions submitted in accordance with Information Item S.
2. Nursing care plans. These plans must be developed by an RN and implemented for every individual receiving services. A response to treatment must be assessed at least every two hours by an RN trained in the assessment of individuals with acute behavioral health conditions or by a physician, preferably a psychiatrist, APRN or PA.
3. Education and Crisis Treatment and Recovery Plan
  - a. Education. Individuals and, if applicable, the individual's family members, LAR, or identified supports must receive appropriate educational information that is relevant to the individual's condition, including information about the most effective treatment for the individual's behavioral health disorder. An LPHA must be responsible for providing the individual with active treatment including:
    - i. psycho-education;
    - ii. crisis counseling;
    - iii. substance use counseling, as indicated;

- iv. safety planning; and
- v. discharge planning that addresses potential obstacles to a successful return to the community environment.
- b. Crisis treatment plan. An individualized crisis treatment plan must be developed and implemented for everyone in services.
  - i. The plan must be based on the provisional psychiatric diagnosis and incorporates, to the extent possible, the individual's treatment preferences as reported or as indicated an individual's Declaration for Mental Health, and any preferences reported by the individual's family, LAR, or identified support, as applicable.
  - ii. Crisis treatment planning must place emphasis on providing crisis intervention services necessary to stabilize and restore the individual to a level of functioning that does not require hospitalization.
  - iii. The crisis treatment plan must address:
    - (1) Intervention;
    - (2) Outcomes;
    - (3) Plans for follow-up and aftercare; and
    - (4) Referrals
    - (5) Safety planning for individuals found at risk of harm to self or others.
- c. Plan Implementation. An individualized crisis treatment plan must provide the most effective and least restrictive available treatment and must be adjusted as necessary to incorporate the individual's response to previous treatment.
- iv. Counseling on restriction to lethal means and safety planning must be incorporated into the crisis treatment plan when than individual is indicated to be at risk of harm to self during the crisis assessment.
- v. The crisis treatment plan must be adjusted as necessary to incorporate the individual's response to previous treatment.
- d. Follow up. The individualized crisis treatment plan must address intervention, outcomes, plans for follow-up and aftercare, and referrals.

## **H. Coordination and Continuity of Care**

The LMHA or LBHA must develop and implement written policy and procedures to ensure continuity of care and coordination services to develop successful linkage with the referral facility or provider. All continuity of care and coordination activities must be documented in the clinical record. This service includes contacting, and coordinating with, the individual's existing services providers in a timely manner and in conformance with applicable confidentiality requirements.

- a. A written procedure must be developed and implemented for ensuring continuity of care and successful linkage with the referral provider.
- b. Continuity of care must:
  - i. Be provided for every individual;

- ii. Consist of identifying and linking the individual with all available services including the substance abuse services necessary to stabilize the crisis and ensure transition to routine care;
- iii. Provide necessary assistance in accessing those services and conducting follow-up to determine the individual's status and need for further service; and
- iv. Include contacting and coordinating with the individual's existing service providers, when feasible, and in conformance with applicable confidentiality requirements.
- c. Coordination of services must include the following requirements:
  - i. A discharge plan must be initiated for every individual upon admission;
  - ii. If inpatient treatment is not indicated, the discharge plan must include:
    - (1) Appropriate education relevant to the individual's condition;
    - (2) Information about the most effective treatment for the individual's psychiatric condition;
    - (3) Information about follow-up care;
    - (4) A list of medications to continue upon discharge, if there are medication changes; and
    - (5) Appropriate linkages to post discharge providers.
- d. If a physical health issue requires hospitalization, the individual must be transferred to the appropriate community hospital to address the physical health issue.

## **I. Medication Standards**

Certain conditions regarding how medications are obtained or provided may require that the facility obtain licensure in accordance with the Texas Board of Pharmacy rules described in 22 TAC, Part 15, Chapter 291 (relating to Pharmacists).

### **1. Medication storage.**

All facilities that provide or store individual's medication during the length of stay must implement written procedures for medication storage, administration, documentation, controlled substances, inventory, and disposal and must adhere to medication standards in the 26 TAC Chapter 301, Subchapter G §301.355, (relating to Medication Services).

- a. An LMHA must ensure that an individual:
  - i. must not retain their personal medications while in the facility; but
  - ii. must receive that personal medication upon discharge from the facility.
- b. Staff must be able to provide a copy of the most recent stock inspection.
- c. There must be evidence in the clinical records that individuals are educated about their medications including whenever medications are prescribed or changed.
- d. Medications that are kept on-site must be kept locked at all times.



## 2. Climate controlled medications.

Medications that require special climatic conditions such as refrigeration, darkness, or be tightly sealed must be stored properly.

## 3. Controlled substances.

- a. Controlled substances must be approved by a physician employed by or who contracts with the facility or LMHA or LBHA that operates the EOU.
- b. Controlled substances must be stored under double locks.

## 4. Labeling medications.

- a. The facility must ensure that there are no expired, recalled, deteriorated, broken, contaminated or mislabeled drugs present.
- b. Medication labels must not be handwritten or changed.

## 5. Facility management.

- a. Facility management must ensure that only licensed staff have access to medications that are administered to individuals.
- b. Facility management must maintain a current list in the medication room of all staff who are licensed to prescribe medications that are dispensed from the medication room.
- c. Facility management must maintain a current list of all staff licensed to administer medications in the medication room.
- d. The facility must ensure that there is a list in, or near, or within the medication room stating the names of all staff who are authorized access to the medication room.
- e. The facility must ensure that staff never transfer medications from one container to another. However, an individual may independently transfer his or her own medications from a bottle to a daily medication reminder.
- f. The facility must maintain an emergency medication kit which must:
  - i. Be monitored using a perpetual method inventory and make use of breakaway seals; and
  - ii. Contain medications and other equipment as specified by the facility medical director. This generally includes, but is not limited to, shortacting neuroleptics, anti-Parkinsonian medications, and anti-anxiety medications.
- g. There must be a medication guide such as a Physician's Desk Reference (PDR) or similar publication published within the last two years, is available to staff in either electronic or hard copy format.

## J. Physical Plant

- 1. The physical plant must provide a clean and safe environment and have written policies and procedures for monitoring environmental safety in accordance with 26 TAC Subchapter G, §301.312 (relating to Environment of Care and Safety).
- 2. Any newly constructed or renovated or remodeled unlicensed crisis facility

must receive a pre-operational on-site review by HHSC Quality Management (QM) before opening to the public to provide services. If the facility has been remodeled or renovated, the inspection by the architect must have been conducted after the remodeling or renovation was completed and before the facility opens to the public to provide services.

3. The facility must report any changes in programming, construction or facility to the HHSC Contracts Manager.

## **K. Facility Environment**

Facility environment requirements are developed in accordance with the American with Disabilities Act (ADA) checklist for existing facilities (<http://www.adachecklist.org/>).

### **1. Water/Waste/Trash/Sewage.**

The water supply must be of safe, sanitary quality, suitable for use, adequate in quantity and pressure, and must be obtained from an approved water supply system.

- a. Waste water and sewage must be discharged into an approved sewage system or an onsite sewage facility approved by the Texas Commission on Environmental Quality or its authorized agent.
- b. Waste, trash and garbage must be disposed of from the premises at regular intervals in accordance with state and local practices. Excessive accumulations must not be permitted. The facility must comply with 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-Related Facilities).
- c. Hot water for lavatories and bathing units must be maintained between 100 degrees Fahrenheit and 120 degrees Fahrenheit.
- d. A supply of hot and cold water must be provided. Hot water for sanitizing must reach 180 degrees Fahrenheit or manufacturers suggested temperature for chemical sanitizers.

### **2. Windows.**

Operable windows must be insect screened.

### **3. Pest control.**

An ongoing pest control program must be provided by staff or a licensed pest control company. The least toxic and least flammable effective chemicals must be used.

### **4. Storage.**

- a. Storage areas and cellars must be kept in an organized manner.
- b. Storage must not be permitted in the attic spaces.

### **5. Floors, walls, and ceilings.**

- a. Floors must be clean and maintained in good condition.

- b. Walls and ceilings must be structurally maintained, repaired and repainted or cleaned as needed.

## 6. Bathroom and laundry.

- a. At least one water closet and lavatory per every six individuals, and one tub or shower for every ten individuals must be provided in each EOU.
- b. Privacy partitions and or curtains must be provided for water closets and bathing units in rooms for multi-individual use.
- c. Tubs and showers must have non-slip bottoms or floor surfaces, either built-in or applied to the surface.
- d. Towels, soap and toilet tissue must be available at all times for individual's use.
- e. If laundry is processed off the site, the following must be provided on the premises: a soiled linen holding room; a clean linen receiving, holding, inspecting, sorting or folding and storage room.
- f. A laundry for individual's use, if provided, must utilize residential type washers and dryers. If more than three washers and three dryers are located in one space, the area must be one-hour fire separated or provided with sprinkler protection.

## 7. Building repair/maintenance/and cleaning.

- a. The facility must be kept free of accumulations of dirt, rubbish, dust and hazards.
- b. The building must be kept in good repair, and electrical, heating and cooling systems must be maintained in a safe manner.
- c. Cooling and heating must be provided for occupant comfort. Conditioning systems must be capable of maintaining the comfort range of 68 degrees Fahrenheit to 82 degrees Fahrenheit in areas where individuals receive services.

## 8. Room space.

- a. The room space provided must be at least 80 usable square feet per individual in single-occupancy rooms; or 60 usable square feet per individual in multiple-occupancy rooms.
- b. Furnishings provided by the EOU must be maintained in good repair.

# L. General Facility

## 1. Storage.

The facility must provide sufficient, appropriate, and separate storage spaces or areas for the following:

- a. Administration and clinical records;
- b. Office supplies;
- c. Medications and medical supplies that must be locked;
- d. Poisons and other hazardous materials must be
  - i. Stored in a locked area; and

- ii. Stored separate from all food and medications;
- e. Food preparation (if the facility prepares food); and
- f. Equipment supplied by the facility for individuals' needs such as wheelchairs, walkers, beds, mattresses, cleaning supplies, food storage, clean linens and towels, lawn and maintenance equipment, soiled linen storage or holding rooms, and kitchen equipment.

## 2. Smoking.

Staff members must not provide or facilitate individual access to tobacco, vaping products, or electronic cigarette equipment. When a facility permits smoking, the facility must:

- a. Establish smoking regulations;
- b. Ensure that individuals have designated outdoor smoking areas of safe design; and
- c. Ensure that smoking areas contain ashtrays of noncombustible material.

## 3. Prohibitions.

The facility must post a notice that prohibits alcohol, illegal drugs, illegal activities, violence, and weapons, including but not limited to firearms, knives, shanks, brass knuckles, and switchblades on the program site.

## 4. Telephone access.

The facility must provide at least one telephone in the facility available for use by both staff and individuals.

## 5. Main area displays.

The following must be prominently displayed in areas frequented by individuals:

- a. Contact information for the Rights Protection Officer;
- b. Contact information with instructions on how to make an abuse/neglect/exploitation report and the toll-free number for reporting abuse and neglect; and
- c. A notice stating the name, address, telephone number, TDD/TTY telephone number, FAX, and e-mail address of the staff responsible for ADA compliance.

## 6. Postings.

Postings must be displayed in English and in a second language(s) appropriate to the population(s) served in the local service area. The facility must post:

- a. A list of names of all staff members permitted access to the medication room located in, near, or within the medication room; and
- b. 911 as the emergency contact located at, or within view, of the telephone.

## 7. Accessibility (ADA Compliance).

At least 10 percent of individuals' bedrooms and toilets, and all public use and common use areas must be designed and constructed to be accessible. The facility must also comply with standards in the most recent version of:

- a. Title 28, Code of Federal Regulations, Part 36. ([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title28/28cfr36\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title28/28cfr36_main_02.tpl))
- b. Americans With Disabilities Acts Accessibility Guidelines (ADAAG); and
- c. Texas Accessibility Standards (TAS) and all applicable sections of TAC.

## M. Life Safety

### 1. Life Safety Code.

The facility must comply with the most recent edition of the National Fire Protection Association's Life Safety Code (NFPA 101) as adopted by the State Fire Marshal, or with the International Fire Code (IFC). Determination of the specific code to be applied is determined by the local fire authorities having jurisdiction.

### 2. Local fire code.

All facilities must be classified as to type of occupancy and incorporate all life safety protections set forth in the applicable code as defined by the local fire authority.

### 3. Code compliance.

Facilities must maintain continuous compliance with the life safety requirements set forth in the applicable chapters of the codes referenced in subsections (1) and (2) of this section.

### 4. Fire drills.

The facility must conduct fire drills and calculate evacuation scores in accordance with the fire code under which the facility is inspected.

- a. The administration must have in effect and available to all supervisory staff written copies of a plan for the protection of all individuals in the event of fire and for their remaining in place, for their evacuation to areas of refuge, and from the building when necessary.
- b. The written plan must:
  - i. Identify special staff actions including fire protection procedures needed to ensure the safety of any individual;
  - ii. Indicate that all staff must be periodically instructed and informed of their duties and responsibilities under the plan;
  - iii. Be amended or revised as needed; and
  - iv. Require documentation that reflects the current evacuation capabilities of the individuals.
- c. A copy of the plan must be readily available at all times within the facility.

## 5. Disaster Planning

- a. The LMHA or LBHA must develop, implement and make available to all supervisory personnel copies of written protocols and instructions for disasters and other emergencies, in accordance with 26 TAC Subchapter G, §301.312 (relating to Environment of Care and Safety).
- b. The written disaster plan must address, at a minimum, eight core functions:
  - i. Direction and control;
  - ii. Warning;
  - iii. Communication;
  - iv. Sheltering arrangements;
  - v. Evacuation;
  - vi. Transportation;
  - vii. Health and medical needs; and
  - viii. Resource management.
- c. The written disaster plan must include processes for identifying and assisting individuals who have mobility limitations, or other special needs, who may require specialized assistance within the facility or during facility evacuation.

## 6. Recorded inspections.

Facilities must provide a safe environment, participate in required inspections, and keep a current file of reports and other documentation to demonstrate compliance with applicable laws and regulations. Files and records that record annual, quarterly or other periodic inspections must be signed and dated. The following initial and annual inspections and maintenance are required and must be kept on file:

- a. Local fire safety inspection as described in subsection (6)(a) of this section;
- b. Alarm system inspection by the fire marshal or an inspector authorized to install and inspect alarm systems;
- c. Annual kitchen inspection by the local health authority;
- d. Gas pipe pressure test one every three years by the local gas company or a licensed plumber, as required by facility type or licensure;
- e. Monthly inspection and annual maintenance of fire extinguishers by personnel licensed or certified to perform the inspection; and
- f. Inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission, when applicable.

## 7. Fire safety inspections.

Initial and ongoing inspections for compliance with the applicable code must be conducted by a fire safety inspector certified by the Texas Commission on Fire Protection or by the State Fire Marshal.

- a. The facility is responsible for:
  - i. Arranging these inspections and for ensuring that these inspections are carried out in a timely manner;

- ii. Ensuring the initial and ongoing reports are signed by the certified inspector performing inspection; and
- iii. Keeping the reports on file and be readily available for review by the state.
- b. All fires causing damage to the facility or to equipment must be reported to the Department's Contract Manager with 72 hours.
- c. Any fire causing injury or death must be reported to the HHSC Contract Manager immediately. Notification must be by telephone if during normal business hours and by e-mail during other times with a follow-up telephone call to the Contract Manager on the first business day following the event.

## 8. Correction plan.

If the Certified Fire Inspector finds that the facility does not comply with one or more requirements set forth in the applicable fire code, staff must take immediate corrective action to bring the EOU into compliance with the applicable code. The facility must:

- a. Record on file the date for a return inspection by the Certified Fire Inspector to review the corrective actions;
- b. After that date, record on file documentation by the Certified Fire Inspector that all deficiencies have been corrected and that the facility is in full compliance with all applicable codes; and
- c. During the period of corrective action, take any actions necessary to ensure the health and safety of individuals residing in the facility during the time the repairs or corrections are being completed.

## 9. New facilities.

If the facility has been in operation for less than one year, the documentation of compliance with applicable fire code must be completed and signed by an architect licensed to practice in the state of Texas. Certification of such compliance must be based on the architect's inspection of the facility completed after (or immediately prior to) the facility begins operations.

## 10. Remodeled or renovated facilities.

For major remodeling and renovations, the facility must contract with an architect licensed to practice in the state of Texas. The architect must ensure that the remodel and renovation project adhere to local building code requirements.

## 11. Vehicles.

All vehicles used to transport individuals must be maintained in safe driving condition. in accordance with 37 TAC Chapter 23, Subchapter D (related to Vehicle Inspection, Items, Procedures, and Requirements).

- a. Every vehicle used for transportation must have a fully stocked first aid kit and an A:B:C fire extinguisher that is easily accessible.
- b. Any vehicle used to transport an individual must have appropriate insurance coverage.

## 12. Individual Safety.

The facility must ensure that:

- a. All staff members are oriented and educated about the importance of the use of environmental safety checks in preventing injury or death of an individual;
- b. Systematic environmental safety checks are routinely performed for eliminating environmental factors that could contribute to the attempted suicide, or suicide, of an individual, or to harm to a staff member;
- c. Individual bedrooms, bathrooms, and other private or unsupervised areas used by individuals must be free of materials that could be utilized by an individual in an attempt to, or to die by suicide, or to harm or kill others. Such items include but are not limited to:
  - i. Ropes;
  - ii. Cords (including window blind cords);
  - iii. Sharp objects;
  - iv. Substances that could be harmful if ingested; and
  - v. Extended ceiling fans.
- d. Individual bedrooms, bathrooms, and other private or unsupervised areas must contain:
  - i. Break-away curtains; and
  - ii. Breakaway or collapsible rods or bars in wardrobes, lockers, bathrooms, windows, and closets.

## N. Infection Control

### 1. Infection Control

Each facility must establish and maintain an infection control policy and procedure designated to provide a safe, sanitary, and comfortable environment and to help prevent the development and transmission of disease and infection.

- a. The facility must comply with departmental rules regarding special waste in 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-Related Facilities).
- b. The facility must have written policies for the control of communicable disease in staff and individuals, which includes tuberculosis (TB) screening and provision of a safe and sanitary environment for individuals and staff.

### 2. TB reporting requirement.

The facility must maintain evidence of compliance with local and state health codes or ordinances regarding staff and individual health status.

- a. Individuals. The name of any individual of a facility with a reportable disease as specified in 25 TAC Chapter 97, Subchapter A (relating to Control of Communicable Diseases) must be reported immediately to the city health officer, county health officer, or health unit director having jurisdiction and appropriate



infection control procedures must be implemented as directed by the local health authority.

- i. A facility must screen all individuals upon admission and after exposure to TB and provided follow-up as needed.
  - ii. HHSC will provide a TB screening questionnaire for admission screening:  
<https://www.dshs.texas.gov/idcu/disease/tb/forms/pdfs/TB-810.pdf>
- b. Employees. A facility employee that contracts a communicable disease that is transmissible to an individual through food handling or direct care, must be excluded from providing these services as long as a period of communicability is present.
  - i. The facility must screen all staff for TB within two weeks of employment and annually, according to Centers for Disease Control and Prevention's (for CDC) *Guidelines Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings*.
  - ii. All persons who provide services under an outside resource contract must, upon request of the facility, provide evidence of compliance with this requirement.

### 3. Universal Precautions.

Universal precautions must be used in the care of all individuals.

- a. Staff who handle, store, process and transport linens must do so in a manner that prevents the spread of infection.
- b. First aid kits must be sufficient for the number of individuals served at the EOU.
  - i. Spill kits must be immediately accessible to all staff.
  - ii. Gloves must be immediately accessible to all staff.
  - iii. One-way, CPR masks must be immediately available to all staff.
  - iv. Particulate masks (surgical masks) must be available to staff and individuals at high risk for exposure to TB.
- c. Sharps containers must be puncture resistant, leak proof, and labeled.
  - i. Sharps containers must not be overfilled.
  - ii. Needles in the sharps containers must not be capped or bent.
- d. Disinfectants and externals must be separated from internals and injectables.
- e. Running water or dry-wash disinfectant must be available to staff where sinks are not readily available.
- f. Staff must be able to accurately describe:
  - i. The policy for handling a full sharps container;
  - ii. The actions to take if exposed to blood or body fluids;
  - iii. How to clean a blood or body-fluid spill; and
  - iv. Be able to direct a QM reviewer to all protective equipment.

### 4. Poison Control phone numbers must be posted throughout the EOU.

- a. Information regarding Emergency Medical Treatment for Poisoning must be available to staff.

5. All medical materials must be stored and labeled on shelves or in cabinets in accordance with policies and procedures.

- a. The facility must maintain a record indicating that staff regularly check the temperature in the refrigerator.
- b. There must be a thermometer in the refrigerator and temperatures must be maintained between 36 and 46 degrees Fahrenheit in accordance with 22 TAC Subchapter A, §291.15 (relating to Storage of Drugs).
- c. Refrigerators used to store medications must be kept neat, clean and free of non-pharmacy / non-medical items. Lab specimens must be stored separately.

## **O. Food Preparation and Food Service**

When extended observation services are provided in a CSU or licensed hospital, food preparation and food services must also follow licensing rules and regulations appropriate to the facility type.

### **1. Kitchen Standards**

If providing nutrition services, the kitchen or dietary area must meet the general food service needs of the individuals.

- a. Kitchen or dietary area must include provisions for the storage, refrigeration, preparation, and serving of food, for dish and utensil cleaning, and for refuse storage and removal.
- b. All facilities must provide a means for washing and sanitizing all dishes and cooking utensils.
- c. The kitchen must contain a multi-compartment pot sink large enough to immerse pots and pans, cookware and dishes used in the facility, and a mechanical dishwasher for washing and sanitizing dishes.
- d. Soiled and clean dish areas must be separated and maintained for drying in a manner that promotes air flow.
- e. In kitchens and laundries, staff must implement procedures to avoid cross-contamination between clean and soiled utensils and linens

### **2. Meals Availability**

At least three meals or their equivalent must be:

- a. Served daily;
- b. Served at regular times; and
- c. Provided with no more than a 16-hour span between a substantial evening meal and breakfast the following morning.

### **3. Nutrition and Diets**

All facilities must:

- a. Provide therapeutic or special diet when ordered;

- b. Provide food and beverages to accommodate individuals who enter the facility after established meal times;
- c. Ensure that menus provide a balanced and nutritious diet, in accordance with the most recent version of the United States Department of Agriculture's guideline;
- d. Accommodate individual kosher dietary needs or other related dietary practice
- e. Maintain onsite at all times a four-day supply of staple foods and a one day supply of perishable foods.

#### 4. Food Service

An EOU must meet the general food service needs of individuals receiving services. Food may be prepared off-site or in a separate building provided that the food is served at the proper temperature and transported in a sanitary manner.

- a. Facilities that prepare meals in a centralized kitchen on site must:
  - i. Pass an annual kitchen health inspection as required by law;
  - ii. Immediately address any deficiencies found during any health inspection; and
  - iii. Post the current food service permit from local health department.
- b. Facilities that contract for food services must have a written contract that requires the food service to comply with the rules referenced in Information Item **V. IV. Extended Observation Unit, N. Infection Control**. The contracted food service must:
  - i. Pass an annual kitchen health inspection as required by law;
  - ii. Ensure the meals are transported to the EOU in temperature-controlled containers to ensure the food remains at the temperature at which it was prepared; and
  - iii. Ensure that at least one staff, at minimum, maintains a current foodhandler's permit.

#### 5. Food Storage

All facilities must ensure the:

- a. Dating of food that is subject to spoilage; and
- b. Supplies of staple foods for a minimum of a four-day period and perishable foods for a minimum of a one-day period are maintained on premises.

## **V. Crisis Residential Services**

### **A. Definition**

Short-term, community-based residential, crisis treatment and services Provided by an LMHA or LBHA to children, adolescent and adult individuals experiencing behavioral health crises that cannot be stabilized in a less intensive setting. Crisis residential services are provided to individuals presenting with increased risk of harm to self or others or moderately severe functional impairment. Crisis residential facilities provide a safe environment with staff on site at all times. Individuals must present on a voluntary basis and have the ability to participate in treatment and services at a minimum level of engagement, as defined by the individual's treatment team. All crisis residential services must be delivered in accordance with Title 26 Texas Administrative Code (TAC), Chapter 301, Subchapter G (relating to Mental Health Community Services Standards) and 26 TAC Chapter 306, Subchapter D (relating to Mental Health Services—Admission, Continuity, and Discharge).

### **B. Goals**

- Provide immediate crisis stabilization
- Provide a therapeutic environment to promote healing and restore sufficient functioning to allow the individual to transition to the least restrictive level of care
- Provide the individual with critical coping skills to support resilience and recovery
- Engage the individual with family, LAR, adult caregiver, identified supportsystem and community resources and support
- Provide the individual with coordination of care and continuity of appropriate support services
- Reduce inpatient and law enforcement interventions through stabilization in the least restrictive setting

### **C. Description**

#### **1. Length of stay**

The length of stay may vary depending on the clinical needs of an individual with the average length of stay being between six and ten days.

#### **2. Admission criteria**

Admission is voluntary and based upon medical necessity, as determined by an LPHA practicing within the scope of the LPHA's professional license. Crisis residential facilities do not accept individuals who are court-ordered or court-committed for treatment.

- a. The facility must not admit individuals whose needs cannot be effectively addressed in the facility. Individuals requiring a greater or lesser level of care must be referred to a more appropriate level of care.
- b. An individual must have enough medication on arrival to ensure psychiatric

and medical stabilization for at least three days. A Crisis Residential facility may admit an individual who does not have any medication on arrival only if the facility can provide a three-day supply of both psychiatric and physical medications within eight hours of admission.

- c. An individual with capacity, as determined by a physician (i.e. preferably a psychiatrist), must give written consent to receive mental health services, including medication and laboratory services.

### 3. Egress

Crisis residential services must be provided in an unlocked facility that provides individual residents restricted entrance and unrestricted exit.

### 4. Facility standards

Crisis residential facilities must:

- a. Remain open 24 hours a day, every day of the year;
- b. Maintain trained and competent staff on site at all times to provide safety monitoring and reassessment to individuals receiving services; and
- c. Maintain a stable and supportive environment that provides a venue for biological, psychological, and social interventions targeted at the current crisis while fostering community reintegration

### 5. Psychosocial programming

In accordance with 26 TAC Chapter 306, Subchapter F §306.321 (relating to Day Programs for Acute Needs), programming must be provided as clinically necessary in and focus on a range of topics that include, at a minimum:

- a. reality orientation;
- b. symptom reduction and management;
- c. appropriate social behavior;
- d. improving peer interactions;
- e. improving stress tolerance;
- f. the development of coping skills

## **D. Standards**

### 1. Services Availability

- a. This service must be available to individuals 24 hours a day, every day of the year. The availability of crisis residential services is dependent on LMHA or LBHA funding.
- b. Admission of an individual to crisis residential must be determined by the LMHA or LBHA and based on medical necessity as determined by an LPHA.
- c. When appropriate, the LPHA may use telemedicine or telehealth services to assess an individual for admission.

## 2. Staffing

- a. Policies and Procedures. A psychiatrist must serve as the medical director for all crisis services and must approve all written procedures and protocols.
- b. General Staffing Pattern. A written staffing plan must be available and address clinically indicated staffing adjustments based on the acuity and number of individuals served. The staffing plan must provide the following:
  - i. An on-call roster of clinical (QMHP-CS and above) and nursing (RN and LVN) staff that is maintained and a process in place for assessing and anticipating staffing ensures clinical or nursing staff members are on-site at all times;
  - ii. Staff coverage during the first and second shifts by trained and competent professional staff (i.e. QMHP-CSs);
  - iii. Staff coverage used on third (i.e., overnight) shift may be trained and competent crisis support staff (i.e. non-licensed staff with less than a bachelor's degree in a human services field);
  - iv. A sufficient number of staff trained and competent in verbal de-escalation intervention techniques available at all times;
  - v. No fewer than two staff members, trained in verbal and physical management of assaultive or aggressive behavior, must be on site and available to respond at all times to ensure a safe environment;
  - vi. A sufficient number of staff on site to provide one-on-one supervision of one or more individuals as indicated; and
  - vii. A number of staff trained and competent in the verbal and physical management of assaultive or aggressive behavior which may be increased to a sufficient level to ensure the safety of all individuals and staff in the facility.
- c. Day Programming for Acute Needs. Staffing of day programs must be provided to ensure safety and program adequacy per 26 TAC §306.321 (relating to Day Programs for Acute Needs).
- d. Training, Competency and Credentialing.
  - i. The competence of all staff must be continuously evaluated, monitored during the actual delivery of services, and continually enhanced to address the unique needs of individuals in different settings and situations.
  - ii. Competency based expectations for all staff members are outlined in 26 TAC Chapter 301, Subchapter G (relating to Mental Health Community Services Standards) and include, but are not limited to:
    - (1) Required competencies for all staff members;
    - (2) Critical competencies for staff members whose primary job duties are related to individual service contacts and interactions;
    - (3) Specialty competencies for staff who perform specialized services and tasks;
    - (4) Telemedicine competencies for staff whose job duties are related to assisting telemedicine services; and
    - (5) Competencies for staff providing crisis services.

- iii. Licensing and credentialing of all staff must be monitored and verified prior to these staff providing services. Documentation of current credentialing and recredentialing should be maintained in the staff members' personnel records.
- iv. Staff involved in assessment or treatment must receive crisis training that includes, but is not limited to:
  - (1) Identifying signs, symptoms, and crisis response related to a substance use;
  - (2) Identifying signs, symptoms, and crisis response to trauma, abuse, and neglect;
  - (3) Identifying signs, symptoms, and crisis response to individuals with intellectual disability and developmental disabilities;
  - (4) Identifying specialized assessment and intervention strategies for children, adolescents, and families;
  - (5) Assessing individuals and providing intervention;
  - (6) Conducting suicide screenings and assessments, homicide screenings and assessments, and risk of deterioration screenings and assessments;
  - (7) Applying knowledge and effective use of communication strategies such as a range of early intervention, de-escalation, mediation, problem-solving, and other non-physical interventions, according to 25 TAC, Chapter 415, Subchapter F (relating to Interventions in Mental Health Services);
  - (8) Completing clinical interviews in behavioral health crisis care for staff, such as a physician (preferably a psychiatrist), Advanced Practice Registered Nurse (APRN), Registered Nurse (RN), Physician's Assistant (PA), Licensed Practitioner of the Healing Arts (LPHA), or Qualified Mental Health Professional – Community Services (QMHP-CS); and
  - (9) Using telehealth or telemedicine technology, if applicable. Telemedicine and telehealth competencies must be included for positions in which a staff member's job duties are related to or involve assisting with telemedicine or telehealth services and include adequate and accurate knowledge of:
    - (a) operation of the telemedicine or telehealth equipment; and
    - (b) how to use the equipment to adequately present the individual.
- e. Availability, Duties, and Responsibilities.
  - i. Staff on duty must remain awake and alert at all times.
  - ii. All facility staff trained and competent in verbal and physical management of assaultive/aggressive behavior must ensure the safety and wellbeing of all individuals and staff during the time a physician, PA, APRN, or RN is in route to provide needed services.
  - iii. Duties and responsibilities for all staff involved in the assessment or treatment of individuals must be:
    - (1) defined in writing by the medical director;
    - (2) appropriate to staff training, competency, and experience; and
    - (3) in conformance with the staff member's scope of practice and state standards for privileging and credentialing.
  - iv. LPHA

- (1) An LPHA must be immediately available during the day and must be responsible for ensuring the individual is provided active treatment defined in an individualized crisis treatment plan.
- (2) At least one LPHA must be available, either in person or through telehealth, to conduct patient interviews and initiate a full assessment within eight hours of presentation to the unit or sooner when indicated.

v. Physician

- (1) Post admission, a physician (preferably a psychiatrist), PA, or APRN must see every individual at least once per week, or more frequently as clinically indicated and be on call 24 hours a day to evaluate individuals as needed and to provide supervision and consultation
- (2) A process must exist to obtain medical and psychiatric medications, as needed, for the individual.
- (3) A physician, (preferably a psychiatrist), PA, APRN, or RN must be on site or readily accessible to provide face-to-face services either in person or through telemedicine or telehealth services. If a physician is not already on site, the physician (preferably a psychiatrist), PA, or APRN must be available to provide face-to-face services, either in person or through telemedicine services, within one hour.

vi. Nursing staff

- (1) An RN must be on call for emergencies, supervision, and consultation 24 hours a day, seven days a week.
- (2) If a RN is not on site, the RN must be available to provide face-to-face services as soon as possible.

f. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

### 3. Assessment and Intake

a. Full Psychiatric Assessment

- i. Individuals who present for crisis residential services must receive a full psychiatric assessment, either in person or through telemedicine services, by a physician (preferably a psychiatrist) APRN or PA within 24 after presentation unless:
  - (1) such assessment was conducted within the past 72 hours by an outpatient mental health provider, inpatient mental health facility or psychiatric emergency services provider and is available for review; and
  - (2) there are no recent changes to the individual's mental health status since the previous assessment was completed; or
  - (3) other observable indications that another full psychiatric assessment is warranted.



- ii. A process must be developed and implemented to ensure that any individual requiring an immediate full psychiatric assessment due to increased risk of harm or deterioration can received such assessment within eight hours of initial presentation.

b. Assessment Process

- i. The assessment process includes an attempt to determine an individual has an active Declaration for Mental Health Treatment and a biopsychosocial assessment which includes patient interview by QMHP-CSs, LPHAs or PAs;
- ii. When indicated and as appropriate, telemedicine or telehealth services may be used to conduct assessments.
- iii. The assessment process must include a review of available records of past treatment;
- iv. The assessment process must gather and incorporate:
  - (1) Proactive history from family and collateral sources and in keeping with laws on confidentiality;
  - (2) Contact with the current behavioral health providers whenever possible and in keeping with laws on confidentiality;
  - (3) A diagnostic assessment which addresses any medical conditions that may cause similar symptoms or complicate the patient's condition;
  - (4) Identification of social, environmental, and cultural factors that may be contributing to the emergency;
  - (5) Documentation of the individual's ability and willingness to cooperate with treatment, as well as any treatment wishes listed in an individual's Declaration for Mental Health Treatment as applicable;
  - (6) A history of previous treatment and the response to that treatment including a record of past psychiatric medications, dose, response, side effects and compliance, and an up-to-date record of all medications currently prescribed, and the name of the prescribing practitioner;
  - (7) Documentation of an individual's current suicide risk, or plan; past suicidal ideations; past suicide attempts, and current access to means;
  - (8) Documentation of an individual's current feelings of violence towards others; plans for hurting others; access to means; and past violent behaviors;
  - (9) A general medical history that identifies all medical conditions that an individual has, and includes:
    - (a) Medical considerations of how these conditions affect the individual's overall current condition; and
    - (b) A review of symptoms focused on conditions that may present with psychiatric symptoms or cause cognitive impairment (e.g. a history of traumatic brain injury);
  - (10) A review of medical conditions that may cause similar psychiatric symptoms or complicate the individual's condition;
  - (11) A detailed assessment of substance use conducted by an individual trained in assessing substance related disorders;

- (12) An assessment for trauma, abuse or neglect by trained clinical staff, preferably an LPHA, with training in this assessment; and
- (13) A physical health assessment as outlined below.

v. Physical Health Assessment

- (1) Individuals must receive a physical health assessment by a physician (preferably a psychiatrist), PA, APRN, or RN, within two hours of entering a crisis residential unit unless:
  - (a) Such an assessment was already conducted within the last week; and
  - (b) There are no recent changes or other indications that another assessment may be warranted.
- (2) Individuals not currently in services, or for whom the health status is unknown, must receive a comprehensive nursing assessment by an RN within 1 hour of presentation.
- (3) The initial evaluation for physical health must be performed as ordered, by a physician (preferably a psychiatrist) or a APRN or PA and includes, at a minimum:
  - (a) Vital signs;
  - (b) A cognitive examination that screens for significant cognitive or neuropsychiatric impairment;
  - (c) A screening neurological examination that is adequate to rule out significant acute pathology;
  - (d) A medical history and review of symptoms
  - (e) A pain assessment
  - (f) Screening for substance use and intoxication and, when indicated, screening for symptoms and complications of substance withdrawal;
  - (g) An assessment of medical and psychiatric stability and dangerousness to self or others; and
  - (h) An assessment of capacity to self-administer medications.
  - (i) Access to phlebotomy, urine collection, and laboratory studies must be provided. A written policy and procedure must be developed and implemented that defines how blood and urine specimens will be sent to a laboratory and how results will be transmitted back to the facility.
- (4) Immediate access to urgent and emergent non-psychiatric medical assessment and treatment must be provided.

vi. Orientation. Every individual admitted to services must receive a unit orientation no later than 24 hours after admission. In accordance with 25TAC Chapter 404, Subchapter E (relating to Rights Handbooks for Persons Receiving Mental Health Services at Department Facilities). The orientation must explain orally and in writing, the individual's rights in a language and format easily understandable to the individual, and if applicable the individual's parent, LAR, or adult caregiver:

- (1) Facility rules and expectations;
- (2) The rights of individuals receiving treatment;
- (3) The grievance policy;

- (4) The schedule of program activities; and
- (5) Determine that the individual comprehends the information provided in 1) - 4).

#### 4. Interventions

- a. Policies and Procedures. A written policy must be developed and implemented in accordance with 25 TAC Chapter 415, Subchapter F (relating to Interventions in Mental Health Services) that:
  - i. Specifies the most effective and least restrictive approaches to common behavioral health emergencies seen in service;
  - ii. Identifies a process to obtain medical and psychiatric medications for individuals as needed;
  - iii. Is reviewed and updated as needed; and
  - iv. Is approved by the medical director.
- b. Treatment Planning. Every individual admitted to services must participate in the development of a crisis treatment plan that delineates the most effective and least restrictive treatment for the individual's behavioral health disorder.
  - i. This information will be shared with the individual and the individual's family, adult caregiver, LAR, or identified support system as appropriate.
  - ii. The crisis treatment plan must be based on the provisional psychiatric diagnosis and must incorporate individual preferences.
  - iii. The crisis treatment plan must incorporate individual preferences as reported or indicated in the individual's Declaration for Mental Health.
- c. Treatment Interventions.
  - i. An array of treatment interventions must exist in the crisis residential setting in order to stabilize acute psychiatric symptoms or prevent admission to a more restrictive setting.
    - (1) A minimum of four hours per day of such programming must be available and must be provided to those who can participate at a minimal level of engagement as defined by the individual's treatment team.
    - (2) Services should be goal-oriented and focus on reality orientation, symptom reduction and management, appropriate social behavior, improving peer interactions, improving stress tolerance, and the development of coping skills. Services may consist of the following components:
      - (a) Psychiatric nursing services,
      - (b) Pharmacological instruction,
      - (c) Symptom management training, and
      - (d) Functional skills training.
    - (3) The programming requirements may be fulfilled through the provision of individual crisis intervention services or by providing group services.
    - (4) Group services may be delivered through the provision of services as specified in 26 TAC §306.321 (relating to Day Programs for Acute Needs).

- (5) Individuals who have significant co-occurring substance use must receive counseling designed to motivate the individual to continue substance use treatment following discharge from the program.
- ii. Individuals must not be denied access to social, community, recreational, and religious activities that are consistent with the individual's cultural and spiritual background.
- iii. The program must provide a stable therapeutic environment that includes:
  - (1) Consistently assigned unit personnel;
  - (2) Consistently scheduled unit activities;
  - (3) RN supervision or delegated staff supervision of an individual's self-administration of medication;
  - (4) Same-day access to medications available when needed; and
  - (5) Education on the psychotropic medication provided by the RN or QMHP-CS.
- iv. In the event of a psychiatric emergency, regardless of consent, the individual may be administered emergency medication in accordance with 25 TAC Chapter 414, Subchapter I (relating to Consent to Treatment with Psychoactive Medication—Mental Health Services).

## 5. Coordination of Treatment, Continuity of Care, and Discharge

- a. A crisis residential unit must create and implement:
  - i. A written policy to ensure the provision of continuity of care and successful linkage with the referral facility, agency, or provider; and
  - ii. A written procedure defining the actions that must be taken to ensure every effort is made to contact existing treatment providers during the course of the individual's assessment and treatment in the service.
- b. Coordination of services and continuity of care must be provided for every individual and must include:
  - i. identifying and linking the individual with all available services necessary to ensure transition to routine care; and
  - ii. providing necessary assistance in accessing those services, including contacting and coordinating with the individual's existing or newly selected service providers in a timely manner and in conformance with applicable confidentiality requirements.
- c. Discharge planning must be initiated at the time of an individual's admission. In accordance with 26 TAC §301.201 (relating to Discharge Planning), a discharge plan must be developed for every individual, and must include:
  - i. Appropriate education relevant to the individual's condition;
  - ii. Information about the most effective treatment for the individual's behavioral health disorder;
  - iii. Identification of potential obstacles to a successful return to the community and means to address these obstacles; and

- iv. Information about follow-up care, and appropriate linkages to post discharge providers.

## 6. Physical Plant

- a. If the LMHA holds an Assisted Living Type A license, the facility will be accepted as "deemed status" by HHSC, and any Quality Management and Compliance reviews will entail only programmatic elements.
- b. If the LMHA owns and operates a non-licensed facility under an exemption from licensure they are required to register and submit a facility exemption form in conjunction with the Consolidated Local Services Plan submission every two years.
- c. Crisis residential service units must provide a clean and safe environment.
- d. Crisis residential services must create as normalized an environment as possible.
- e. Crisis residential services units must not be designed to prevent elopement and must not use locks, mechanical restraints or other mechanical mechanisms to prevent elopement from the facility.
- f. All medications must be securely stored.

## 7. General Facility Environment

- a. Water/Waste/Trash/Sewage.
  - i. Waste water and sewage must be discharged into an approved sewage system or an onsite sewage facility approved by the Texas Commission on Environmental Quality or its authorized agent.
  - ii. The water supply must be of safe, sanitary quality, suitable for use and adequate in quantity and pressure and must be obtained from a water supply system.
  - iii. Waste, trash, and garbage must be disposed of from the premises at regular intervals in accordance with state and local practices. Excessive accumulations must not be permitted. The facility must comply with 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-Related Facilities).
- b. Windows. Operable windows must be insect screened.
- c. Pest Control. An ongoing pest control program must be provided by facility staff or by contract with a licensed pest control company. The least toxic and least flammable effective chemicals must be used.
- d. Maintenance and Cleaning.
  - i. In kitchens and laundries, facility staff must use procedures to avoid cross-contamination between clean and soiled utensils and linens.
  - ii. The facility must be kept free of accumulations of dirt, rubbish, dust, and hazards.
  - iii. Floors must be maintained in good condition and cleaned regularly.
  - iv. Walls and ceilings must be structurally maintained, repaired, and repainted or cleaned as needed.

- v. Storage areas and cellars must be kept in an organized manner.
- vi. The building must be kept in good repair, and electrical, heating and cooling systems must be maintained in a safe manner.
- vii. A supply of hot and cold water must be provided. Hot water for sanitizing must reach 180 degrees Fahrenheit or manufacturers suggested temperature for chemical sanitizers.
- e. Telephone Access. There must be at least one telephone in the facility available to both staff and individuals for use in case of an emergency.
- f. Temperature. Cooling and heating must be provided for occupant comfort. Conditioning systems must be capable of maintaining the comfort range of 68 degrees Fahrenheit to 82 degrees Fahrenheit in individual-use areas.
- g. Bedroom.
  - i. A bedroom must have no more than four beds.
  - ii. The facility must provide for each individual a bed with mattress, bedding, chair, dresser (or other drawer space), and enclosed closet or other comparable space for clothing and personal belongings.
  - iii. Furnishings provided by the facility must be maintained in good repair.
- h. Bathroom.
  - i. At least one water closet, lavatory, and bathing unit must be provided on each sleeping floor accessible to individuals of that floor.
  - ii. One water closet and one lavatory for each six occupants, or fraction thereof, must be provided.
  - iii. One tub or shower for each ten occupants, or fraction thereof, must be provided.
  - iv. Privacy partitions and all curtains must be provided in water closets and bathing units in rooms for multi-individual use.
  - v. Tubs and showers must have non-slip bottoms or floor surfaces, either built-in or applied to the surface.
  - vi. Individual-use hot water for lavatories and bathing units must be maintained between 100 degrees Fahrenheit and 120 degrees Fahrenheit.
  - vii. Individuals must have access to towels, soap, and toilet tissue at all times.
- i. Storage.
  - i. The facility must provide sufficient and appropriate separate storage spaces or areas for the following:
    - (1) Administration and clinical records;
    - (2) Office supplies;
    - (3) Medications and medical supplies (these areas must be locked);
    - (4) Poisons and other hazardous materials (these must be kept in a locked area and must be kept separate from all food and medications);
    - (5) Food preparation (if the facility prepares food); and
    - (6) Equipment supplied by the facility for individual needs such as wheelchairs, walkers, beds, mattresses, cleaning supplies, food storage, clean linens and towels, lawn and maintenance equipment, soiled linen storage or holding rooms, and kitchen

- equipment etc.
- ii. Storage must not be permitted in the attic spaces.
- j. Food storage.
  - i. Food storage areas must provide storage for, and facilities must maintain, a four-day minimum supply of non-perishable foods at all times.
  - ii. Food subject to spoilage must be dated.
- k. Laundry.
  - i. A large facility (i.e., a facility with more than 16 beds) which co-mingles and processes laundry on-site in a central location must comply with the following:
    - (1) The laundry must be separated and provided with sprinkler protection if located in the main building (separation must consist of a one-hour fire rated partition carried to the underside of the floor or roof deck above);
    - (2) Access doors to the laundry area must be from the exterior of the facility or if from within the building by way of non-individual use areas; and
    - (3) Soiled linen receiving, holding and sorting rooms must have a floor drain and forced exhaust to the exterior must operate at all times that soiled linen being held in this area.
  - ii. If laundry is processed off the site, the following must be provided on the premises: soiled linen holding room, clean linen receiving, holding, inspecting, sorting or folding, and storage room.
  - iii. Individual-use laundry, if provided, must utilize residential type washers and dryers. If more than three washers and three dryers are located in one space, the area must be one-hour fire separated or provided with sprinkler protection.
- l. Smoking. Regulations must be established and if smoking is permitted, outdoor smoking areas may be designated for individuals. Ashtrays of noncombustible material and safe design must be provided in smoking areas. Staff must not provide or facilitate individual access to tobacco products.
- m. Room Space.
  - i. Social-divisional spaces such as living rooms, day rooms, lounges, or sunrooms must be provided and have appropriate furniture.
  - ii. Dining areas must be provided and have appropriate furnishings.

## 8. Accessibility (ADA Compliance)

Crisis residential facilities must comply with the most recent versions of:

- a. The Americans with Disabilities Acts Accessibility Guidelines;
- b. The Texas Accessibility Standards in Texas Government Code, Chapter 469 (relating to Elimination of Architectural Barriers); and
- c. All applicable sections of the Texas Administrative Code.

## 9. Postings

- a. The facility must post in, near or within the medication room, a list of all staff members permitted to access the medication room.
- b. The facility must post 911 as the emergency contact at, or within view, of the telephone.
- c. The facility must ensure any permitted smoking areas are clearly marked as designated smoking areas.
- d. The facility must post a notice that prohibits alcohol, illegal drugs, illegal activities, violence, and weapons, including but not limited to firearms, knives, shanks, brass knuckles, and switchblades on the program site.
- e. The facility must post an emergency evacuation floor plan.
- f. The following must be prominently displayed in areas frequented by the consumers:
  - i. Contact information for the Rights Protection Officer;
  - ii. Contact information, including a toll-free number, and instructions for reporting abuse and neglect; and
  - iii. Contact information stating the name, address, telephone number, TDD/TTY telephone number, FAX, and e-mail address of the person responsible for ADA compliance.
- g. The facility postings must be displayed in English and in a second language(s) appropriate to the population(s) served in the local service area.
- h. A facility that prepares food on site must post the current food service permit from the local health department, if applicable.

## 10. Life Safety

- a. Life Safety Code. The facility must comply with the most recent edition of the National Fire Protection Association's Life Safety Code (NFPA 101) as adopted by the State Fire Marshal, or with the International Fire Code. Determination of the specific code to be applied is determined by the local fire authorities having jurisdiction.
- b. Local Fire Code. The facility must be classified as to type of occupancy and incorporate all life safety protections set forth in the applicable code.
- c. Code Compliance. The facility must maintain continuous compliance with the life safety requirements set forth in the applicable chapters of the code.
- d. Emergency Evacuation Plan. The administration must have in effect, and available to all supervisory personnel, written copies of a plan for the protection of all persons in the event of fire and for their remaining in place, for their evacuation to areas of refuge, and from the building when necessary.
  - i. The plan must:
    - (1) Include special staff actions, including fire protection procedures needed to ensure the safety of any resident;
    - (2) Be amended or revised when needed;
    - (3) Be readily available at all times within the facility;



- (4) Require documentation that reflects the current evacuation capabilities of the individuals; and
  - (5) Include processes for identifying and assisting individuals who have mobility limitations, or other special needs, who may require specialized assistance within the facility or during facility evacuation.
- ii. All employees must be periodically instructed and kept informed with respect to their duties and responsibilities under the plan.
- iii. The facility must conduct emergency evacuation drills quarterly and calculate evacuation scores in accordance with the fire code under which the facility is inspected.
- e. Disaster Plan.
  - i. The administration must have in effect and available to all supervisory personnel copies of written protocols and instructions for disasters and other emergencies, per 26 TAC, Chapter 301, Subchapter G, §301.312 (relating to Environment of Care and Safety).
  - ii. The written disaster plan must address, at a minimum, eight core functions:
    - (1) Direction and control;
    - (2) Warning;
    - (3) Communication;
    - (4) Sheltering arrangements;
    - (5) Evacuation;
    - (6) Transportation;
    - (7) Health and medical needs; and
    - (8) Resource management.
  - iii. The written disaster plan must include processes for identifying and assisting individuals as stated above in d.1) e) who have mobility limitations, or other special needs, who may require specialized assistance within the residential facility or during facility evacuation.
- f. Recorded Inspections.
  - i. Facilities must provide a safe environment, participate in required inspections, and keep a current file of reports and other documentation to demonstrate compliance with applicable laws and regulations. Files and records that record annual or quarterly or other periodic inspections must be signed and dated.
  - ii. The following initial and annual inspections are required and must be kept on file:
    - (1) Local Fire safety inspections as outlined in 10.g., below;
    - (2) Alarm system inspection by the fire marshal or an inspector authorized to install and inspect alarm systems;
    - (3) Annual local health authority kitchen inspection, if required;
    - (4) Fire extinguisher inspection and maintenance by personnel licensed or certified to perform the inspection; and
    - (5) Liquefied petroleum gas systems inspection by an inspector certified by the Texas Railroad Commission.

- g. Fire Safety Inspections.
  - i. Initial and ongoing inspections for compliance with the applicable code must be conducted by a fire safety inspector certified by the Texas Commission on Fire Protection or by the State Fire Marshal's Office.
  - ii. The facility is responsible for arranging required inspections and ensuring that inspections are carried out in a timely manner.
  - iii. The initial and ongoing fire safety reports must be signed by the certified inspector performing the inspection.
  - iv. These reports must be kept on file and be readily available for review by the state.
  - v. All fires causing damage to the crisis residential unit or to equipment must be reported to the HHSC Contract Manager within 72 hours. Any fire causing injury or death must be reported to the HHSC Contract Manager immediately. Report must be made by telephone during normal business hours and by telephone call and e-mail during other times, with a follow-up telephone call to the Contract Manager on the first business day following the event.
  - vi. Open flame heating devices are prohibited. All fuel burning heating devices must be vented. Working fireplaces are acceptable if of safe design and construction and if screened or otherwise enclosed.
- h. Correction Plan. If the Certified Fire Inspector finds that the facility does not comply with one or more requirements set forth in the applicable fire code, facility staff must take immediate corrective action to bring the facility into compliance with the applicable code.
  - i. The facility must have on file a date for a return inspection by the Certified Fire Inspector to review the corrective actions.
  - ii. The facility must have on file documentation by the Certified Fire Inspector that all findings have been corrected and that the facility is in full compliance with all applicable codes.
  - iii. During the period of corrective action, the facility must take any steps necessary to ensure the health and safety of individuals residing in the facility during the time repairs or corrections are being completed.
- i. Newly Operational Facilities. If the facility has been in operation for less than one year, the documentation of compliance with the applicable fire code may be completed and signed by an architect licensed to practice in the State of Texas. Such certification must be based on the architect's inspection of the facility completed after (or immediately prior to) the commencement of operation as a crisis residential facility.
- j. Pre-operational facility requirements. Any newly constructed or renovated or remodeled unlicensed crisis residential facility must receive a preoperational on-site review by HHSC QM before being open to the public to provide crisis residential services. If the facility has been remodeled or renovated, the inspection by the architect must have been conducted after the remodeling or renovation was completed and before the facility opens to the public to provide services.

- k. Individual Safety. The LMHA or LBHA must ensure that:
  - i. All staff members are oriented and educated about the importance of the use of environmental safety checks in preventing injury or death of an individual;
  - ii. Systematic environmental safety checks are routinely performed for eliminating environmental factors that could contribute to the attempted suicide, or suicide, of an individual, or harm to a staff member;
  - iii. Individual bedrooms, bathrooms and other private or unsupervised areas must be free of materials that could be utilized by an individual to attempt, or to die by suicide, or to harm or kill others, such as, but are not limited to:
    - (1) Ropes;
    - (2) Cords (including window blind cords);
    - (3) Sharp objects;
    - (4) Substances that could be harmful if ingested; and
    - (5) Extended ceiling fans.
  - iv. Individual bedrooms, bathrooms and other private or unsupervised areas must contain:
    - (1) Break-away curtains; and
    - (2) Breakaway or collapsible rods or bars in wardrobes, lockers, bathrooms, windows, and closets.
- l. Vehicle Safety.
  - i. All vehicles used to transport individuals must be maintained in safe driving condition, in accordance with 37 TAC Chapter 23, Subchapter D (relating to Vehicle Inspection Items, Procedures, and Requirements)
  - ii. Any vehicle used to transport an individual must have appropriate insurance.
  - iii. Every vehicle used for individual transportation must have an easily accessible fully stocked first aid kit and an A:B:C type fire extinguisher.

## 11. Infection Control

- a. Infection Control.
  - i. Each facility must establish and maintain an infection control policy and procedure designated to provide a safe, sanitary, and comfortable environment and to help prevent the development and transmission of disease and infection.
  - ii. The facility must comply with departmental rules regarding special waste in 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-related Facilities).
  - iii. The facility must have written policies for the control of communicable disease in employees and individuals, which includes tuberculosis (TB) screening and provision of a safe and sanitary environment for individuals and employees.
- b. TB Reporting Requirement. The facility must maintain evidence of compliance with local and/or state health codes or ordinances regarding employee and individual health status.
  - i. Individuals. The name of any individual of a facility with a reportable disease as specified in 25 TAC Chapter 97, Subchapter A (relating to Control of

Communicable Diseases) must be reported immediately to the city health officer, county health officer, or health unit director having jurisdiction and appropriate infection control procedures must be implemented as directed by the local health authority.

(1) All individuals must be screened upon admission and after exposure to TB and provided follow-up as needed.

(2) HHSC will provide TB screening questionnaire for admissionscreening:  
<https://www.dshs.texas.gov/idcu/disease/tb/forms/pdfs/TB-810.pdf>

ii. Employees. If employees contract a communicable disease that is transmissible to individuals through food handling or direct individual care, the employee must be excluded from providing these services as long as a period of communicability is present.

(1) The facility must screen and test all employees for TB within two weeks of employment and annually, according to Centers for Disease Control and Prevention's (CDC) *Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings*.

(2) All persons who provide services under an outside resource contract must, upon request of the facility, provide evidence of compliance with this requirement.

c. Universal Precautions. Personnel who handle, store, process and transport linens must do so in a manner that prevents the spread of infection.

i. Universal precautions must be used in the care of all individuals.

ii. First Aid Kits must be sufficient for the number of individuals served at the site.

(1) Gloves must be immediately accessible to all staff.

(2) One-way, CPR masks must be immediately available to all staff.

(3) Spill Kits must be immediately accessible to all staff.

iii. Sharps containers must be puncture resistant, leak proof and labeled.

(1) Sharps containers must not be overfilled.

(2) Needles in the sharps containers must not be capped or bent.

iv. Disinfectants and externals must be separated from internals and injectables.

(1) Medications requiring special climatic conditions (e.g. refrigeration, darkness, tight seal, etc.) must be stored properly.

(2) The refrigerator must have a thermometer.

(3) Recorded refrigerator temperatures must be maintained between 36 and 46 degrees Fahrenheit, in accordance with 22 TAC §291.15 (related to Storage of Drugs).

v. Running water or dry-wash disinfectant must be available to staff where sinks are not easily available.

vi. Staff must demonstrate ability to accurately describe the policy for handling a full sharps container.

(1) Particulate masks (surgical masks) must be available to staff and individuals at high risk for exposure to TB.

- (2) Staff must be able to describe the actions to take if exposed to blood or body fluids.
- (3) Staff must be able to describe how to clean a blood or body-fluid spill.
- (4) Staff must be able to direct QM reviewer to all protective equipment.
- vii. Poison Control phone numbers must be posted throughout the facility and information regarding Emergency Medical Treatment for Poisoning must be available to staff.
- viii. All medical materials must be properly stored on shelves or in cabinets that must be correctly labeled.
- d. Animal Safety. Animals housed at the facility or visiting the facility must be properly vaccinated and supervised.

## 12. Medication Management

- a. Medication Storage. All facilities that provide or store an individual's medication during the length of stay must implement written procedures for medication storage, administration, documentation, controlled substances, inventory, and disposal in accordance with 26 TAC Chapter 301, Subchapter G, §301.355, (relating to Medication Services). An LMHA must ensure that:
  - i. Individuals do not retain any of their personal medications while in the facility;
  - ii. Individuals receive their personal medications upon discharge from the facility;
  - iii. Medications that are kept on-site are kept locked at all times; and
  - iv. Staff are able to provide a copy of the most recent medication stock inspection.
- b. Climate Controlled Medications.
  - i. The facility must maintain a record indicating that staff regularly checks the temperature in the refrigerator.
  - ii. Refrigerators used to store medications must be kept neat, clean and free of non-pharmacy and non-medical items. Lab specimens must be stored separately.
- c. Labelling Medications.
  - i. The facility must ensure that there are no expired, recalled, deteriorated, broken, contaminated or mislabeled drugs present.
  - ii. Medication labels must not be handwritten or changed.
- d. Controlled Substances.
  - i. Controlled substances must be approved by a physician employed by or contracting or subcontracting with the LMHA or LBHA that operates the facility.
  - ii. An inventory of controlled substances must include:
    - (1) Whether the inventory was taken at the beginning or close of business;
    - (2) Name of controlled of substances;
    - (3) Each finished form of the substances (e.g. 100mg tablet);
    - (4) The number of dosage units of each finished form in the

- commercial container (e.g. 100 tablet bottle);
- (5) The number of commercial containers of each finished form (e.g. four 100 tablet bottles); and
- (6) Controlled substances must be stored under double locks.
- e. Facility Management.
  - i. The facility management must:
    - (1) Ensure that only licensed medical staff members have access to medications administered to individuals;
    - (2) Maintain in the medication room a current list of all LMHA, LBHA or subcontracted practitioners who are authorized to prescribe the medications that are administered from the residential facility medication room;
    - (3) Maintain a current list in the medication room of all staff allowed to administer medications to individuals;
    - (4) Maintain a current list in the medication room of all non-licensed, trained staff allowed to observe self-administration of medications; and
    - (5) Ensure that staff does not transfer medications from one container to another; individuals may independently transfer their own medications from a bottle to a daily medication reminder.
  - ii. The facility must ensure that staff members have readily available access to a hardcopy or digital format of a medication guide (such as the Physician's Desk Reference or similar publication) in a version that is no more than two years old.
  - iii. The facility must maintain an Emergency Medication Kit.
    - (1) The medications in the emergency medication kit must be monitored with a perpetual inventory and make use of breakaway seals.
    - (2) The medication kit must contain medications and other equipment as specified by the facility medical director. This generally includes, but is not limited to, short acting neuroleptics, anti-Parkinsonian medications, and anti-anxiety medications.
  - iv. There must be evidence in the clinical records that individuals are educated about their medications whenever medications are prescribed or changed.

### 13. Food Preparation and Food Service

- a. Inspections. If the facility prepares meals in a centralized kitchen on site, it must pass an annual kitchen health inspection as required by the local health department, as applicable. The facility must:
  - i. Immediately address any deficiencies found during any health inspection.
  - ii. Post the current food service permit from the local health department.
- b. Kitchen Standards.
  - i. If providing nutrition services, the kitchen or dietary area must meet the general food service needs of the individuals.

- ii. It must include provisions for the storage, refrigeration, preparation, and serving of food, for dish and utensil cleaning, and for refuse storage and removal.
  - iii. Food may be prepared off-site or in a separate building provided that the food is served at the proper temperature and transported in a sanitary manner.
  - iv. All facilities must provide a means for washing and sanitizing dishes and cooking utensils must be provided.
  - v. The kitchen must contain a multi-compartment pot sink large enough to immerse pots and pans cookware and dishes used in the facility, and a mechanical dishwasher for washing and sanitizing dishes.
  - vi. Soiled and clean dish areas must be separated and maintained for drying in a manner that promotes air flow.
- c. Meal Preparation.
- i. In facilities that prepare meals for individuals, at least three meals or their equivalent must:
    - (1) Be served daily;
    - (2) At regular times;
    - (3) With no more than a 16-hour span between a substantial evening meal; and
    - (4) Breakfast the following morning.
  - ii. In facilities where individuals prepare their own food:
    - (1) The facility must ensure that a variety of foods are available for each meal to allow individuals to have a choice of foods for to prepare for each meal;
    - (2) The facility must ensure that the foods available are nutritious and well balanced, such as those recommended by the United States Department of Agriculture and must accommodate individual kosher dietary needs or other related dietary practice;
    - (3) Food for at least three meals must be provided daily for individuals to prepare;
    - (4) If individuals require special dietary items, the facility must ensure that such items are provided to the individual; and
    - (5) Regular food preparation and mealtimes must be established by the facility.
- d. Nutrition and Diets.
- i. Therapeutic diets must be provided to individuals when ordered by a physician.
  - ii. In facilities that prepare food for the individuals, the menus must be prepared to provide a balanced and nutritious diet, such as those recommended by the United States Department of Agriculture, and must accommodate individual Kosher dietary needs or other related dietary practice.
- e. Availability. In all facilities, food and beverage must be available to accommodate individuals who enter the facility after established mealtimes.
- f. Food Storage. In all facilities, supplies of staple foods for a minimum of a

four-day period and perishable foods for a minimum of a one-day period must be maintained on premises. Food subject to spoilage must be dated.

g. Food Service.

i. When meals are provided by a food service, a written contract must require the food service to:

- (1) Comply with the rules referenced in Information Item V. V. Crisis Residential Services. 13. Food Preparation and Food Service; and
- (2) Pass an annual kitchen health inspection as required by law.

ii. The facility must ensure the meals are transported to the facility in temperature-controlled containers to ensure the food remains at the temperature at which it was prepared.

iii. The facility must ensure that at least one facility staff, at minimum, maintains a current food handler's permit.



## **VI. Crisis Respite Services**

### **A. Definition**

Crisis respite services provide short-term, community-based residential, crisis treatment to individuals who have low risk of harm to self or others and may have some presence functional impairment, and who require direct supervision and care, but do not require hospitalization. The primary objective of crisis respite services is stabilization and resolution of a crisis situation for the individual and/or the individual's caregiver(s). All crisis respite services must be delivered in accordance with Title 26 Texas Administrative Code (TAC), Chapter 301, Subchapter G (relating to Mental Health Community Services Standards) and 26 TAC Chapter 306, Subchapter D (relating to Mental Health Services—Admission, Continuity, and Discharge).

These services can occur in houses, apartments, group and foster homes, the individual's own home, or other community living situations. Crisis respite services may serve individuals with housing challenges or assist caretakers who need short-term housing or supervision for the individual for whom they care to help that individual avoid a mental health crisis. Utilization of these services is managed by the LMHA or LBHA based on medical necessity. The availability of facility-based respite units is dependent on LMHA or LBHA funding.

### **B. Goals**

- Provide immediate crisis stabilization
- Restore sufficient functioning to allow the individual to transition to the least restrictive level of care
- Provide the individual with critical coping skills to support resilience and recovery
- Engage the individual with family, caregivers, and LARs or identified support system and community resources and support
- Provide the individual with coordination of care and continuity of appropriate recovery support services.
- Reduce inpatient and law enforcement intervention through stabilization in the least restrictive environment.

### **C. Description**

#### **1. Length of Stay**

The length of stay may vary depending on the clinical needs of an individual with the average length of stay being between a few hours to ten days.

#### **2. Admission Criteria.**

Individuals considered for admission into crisis respite services:

- a. Must be at risk of psychiatric crises due to severe stressors in their

- environment but are at low risk of harm to self or others;
- b. Must have the ability to perform their own activities of daily living with staff support;
  - c. May have mild functional impairment but must be able to cooperate with staff support;
  - d. Must be capable of self-administering medications with staff support;
  - e. Must have enough medications upon arrival to ensure psychiatric and medical stabilization for the expected length of stay;
  - f. May have mild medical co-occurring diagnoses, as specified and approved by the facility medical director, if the medical condition is stable with prescribed and available medications;
  - g. May have co-occurring psychiatric and substance use disorders (COPSD) that result in no more than mild impairment; and
  - h. Must have low risk for elopement if the individual is a child or adolescent.

### 3. Egress.

Crisis respite services must be provided in an unlocked facility that provides individual residents restricted entrance and unrestricted exit. Facilities may utilize exits with delayed egress.

### 4. Facility Standards.

Crisis respite facilities must:

- a. Separate children and adolescents from adults and further separate children from adolescents according to age and developmental needs, unless there is documented clinical or developmental justification;
- b. Create a stable and supportive environment with limited supervision provided by trained and competent staff;
- c. Create and implement procedures to obtain medications for individuals when needed.
- d. Ensure compliance with the minimum standards in 26 TAC Chapter 748 (relating to Minimum Standards for General Residential Operations), except for those minimum standards identified for specific types of services that the operation does not offer when child and adolescent crisis respite services are provided in a general residential operations environment.

### 5. Psychosocial Programming.

This stable and supportive environment provides a venue for biological, psychological, and social interventions targeted at the current crisis while fostering community reintegration.

- a. During facility-based respite, individual and group skills training are provided and are based on the needs of the individual and the goals of their individualized crisis treatment plans. Individuals may be provided support from peer specialists and connection to recovery support services.

- b. When child and adolescent crisis respite services are provided in a free-standing facility operated by a LMHA or LBHA, facility standards are the same as those listed in Information Item V. VI. Crisis Respite Services 5. Psychosocial Programming
- c. When child and adolescent crisis respite services are provided in a general residential operations environment, the respite provider must ensure programming includes:
  - i. Provision of educational services as recommended by the clinical team and in accordance with 26 TAC Chapter 748, Subchapter I, Division 3 (relating to Educational Services);
  - ii. Ensure that the use of television, online videos, computers, or video game systems as an activity for children and adolescents:
    - (1) Are age-appropriate;
    - (2) Do not exceed two hours per day; and
    - (3) Are not used to replace the psychosocial programming activities
  - iii. Provision of opportunities for recreational activities and physical fitness in accordance with general requirements listed in 26 TAC, Chapter 748, Subchapter Q, Division 1 (relating to General Requirements).

## **D. Standards**

### **1. Services Availability**

- a. When offered, this service must be available 24 hours a day, every day of the year and respite services must be made available to individuals throughout the local service area.
- b. Admission to crisis respite must be determined by the LMHA or LBHA and must be based on a medical necessity determination by an LPHA.

### **2. Staffing for Facility-based Crisis Respite**

- a. Policies and Procedures. A psychiatrist must serve as the medical director for all crisis services and must approve all written procedures and protocols.
- b. General Staffing Pattern.
  - i. The crisis support staff must be trained, competent, and on site 24 hours a day.
  - ii. The respite program must develop and implement a process for assessing and anticipating staffing needs.
  - iii. The crisis support staff must be scheduled in sufficient numbers to ensure individual and staff safety during the provision of needed services.
- c. Training, Competency and Credentialing. The LMHA or LBHA must:
  - i. Ensure that services are provided by staff members who are operating within the scope of their license, credentialing, job description, or contract specification;
  - ii. Define competency-based expectations for each respite facility staff position;

- iii. Ensure each staff member receives initial training before the staff member assumes crisis respite responsibilities and annually throughout the staff member's employment with the respite facility;
- iv. Require all staff members to demonstrate:
  - (1) required competencies in accordance with 26 TAC §301.331(a)(3)(A) (relating to Required Competencies); and
  - (2) critical competencies for topics delineated in 26 TAC §301.331(a)(3)(B) (relating to Critical Competencies).
- v. Ensure that crisis support staff members providing in-home crisis respite services receive the additional training and display the additional competencies required to provide crisis services to children and adolescents.
- d. Availability, Duties, and Responsibilities.
  - i. Staff members on duty must remain awake and alert at all times.
  - ii. The facility must develop and implement policies and procedures allowing on-site staff members to obtain 24-hour access to supervision, consultation, and evaluation when needed from:
    - (1) A physician (preferably a psychiatrist), a PA, an APRN, or an RN for medical emergencies; and
    - (2) An RN or LPHA for clinical emergencies.
  - iii. Duties and responsibilities for all staff involved in the assessment or treatment of individuals must be:
    - (1) Defined in writing by the medical director;
    - (2) Appropriate to staff training, competency, and experience; and
    - (3) In conformance with the staff member's scope of practice (if applicable) and state standards for privileging and credentialing.
- e. When child and adolescent crisis respite services are provided in a general residential operations environment, crisis respite providers must adhere to:
  - i. Facility staff standards listed in 26 TAC Chapter 748, Subchapter G (relating to Child/Caregiver Ratios); and
  - ii. Staff training and professional development 26 TAC Chapter 748,
  - iii. Subchapter F (relating to Training and Professional Development).
- f. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

### 3. Assessment and Intake

- a. Individuals must receive a full crisis assessment by a physician (preferably a psychiatrist) or a PA, APRN, LPHA, RN, or QMHP-CS, prior to admission to crisis respite services and must include an attempt to determine an individual has an active Declaration for Mental Health Treatment
- b. Individuals in respite services must be provided immediate access to urgent and emergent non-psychiatric medical assessment and treatment when needed.

- c. Every child, adolescent, and adult admitted to crisis respite services, as well as the individual's parent, LAR, or adult caregiver, as applicable, receives a unit orientation from an appropriately trained staff member no later than 24 hours after admission.
- d. The respite unit or service provider must ensure that the staff member providing intake and orientation:
  - i. Explains orally, and provides in writing, in a language and format easily understandable to the individual, and their parent, LAR, or adult caregiver, as applicable;
    - (1) The individual rights, as addressed in 25 TAC, §404.161 (relating to Rights Handbooks for Persons Receiving Mental Health Services at Department Facilities, Community Centers, and Psychiatric Hospitals Operated by Community Centers);
    - (2) The child or adolescent's special rights, in accordance with 26 TAC Chapter 748, Subchapter H (relating to Child Rights);
    - (3) The facility's or operation's grievance policy;
    - (4) The facility's or operation's rules and expectations;
    - (5) The facility's or operation's schedule of programs; and
  - ii. Determines that the individual, and their parent, LAR, or adult caregiver, as applicable, comprehends the information provided in item a).
- e. When child and adolescent crisis respite services are provided in general residential operations, crisis respite providers must adhere to the following additional assessment and intake standards:
  - i. Complete a placement agreement with a child or adolescent, and their parent, LAR, or adult caregiver, as applicable, that defines the service provider's roles and responsibilities, and authorizes the provision of services for the child or adolescent. The placement agreement must include:
    - (1) Authorization permitting the service provider to care for the child or adolescent;
    - (2) A medical consent form signed by a person legally authorized by the Texas Family Code to provide consent; and
    - (3) c) The reason for placement and anticipated length of time in care.
  - ii. Staff members gathering preadmission information must adhere to standards in 26 TAC Chapter 748, Subchapter S, (relating to Respite Child-Care Services), including obtaining pre-admission continuity of care information listed in §748.4265 (relating to What information regarding a child must I receive prior to providing respite child-care services to that child?);
  - iii. Staff members conducting admission assessments for children and adolescents needing emergency care services, including respite child-care services, must adhere to standards in 26 TAC §748.4231 (relating to What information must an admission assessment include for a child needing emergency care services, including respite child-care services?).

#### 4. Interventions for Facility-based Crisis Respite

- a. Behavioral Health Emergencies. A written policy must be developed and implemented in accordance with 25 TAC Chapter 415, Subchapter F (relating to Interventions in Mental Health Services) that:
  - i. Is approved by the medical director;
  - ii. Specifies the most effective and least restrictive approaches to common behavioral health emergencies seen in the service;
  - iii. Outlines ways to access appropriate immediate care to stabilize a behavioral health emergency (e.g., to prevent harm to the individual or to others); and
  - iv. Is reviewed and updated as needed.
- b. Treatment Planning. An individual crisis treatment plan must be followed for everyone. The crisis treatment plan must incorporate individual preferences as reported or indicated in the individual's Declaration for Mental Health. This information must be shared with the individual and the individual's parent, LAR, adult caregiver, or identified support system as appropriate. The facility must develop and implement a written procedure that crisis support staff members:
  - i. Provide daily documentation on an individual's progress on treatment goals;
  - ii. Document progress on the format approved by facility administrator; and
  - iii. Communicate daily documentation to the credentialed staff member, at minimum as a QMHP-CS, responsible for making updates to the individual crisis treatment plan and making recommendations to continue services, change current services, or discharge from services. The credentialed staff member may be located or work from a location outside of the crisis respite facility.
- c. Treatment Interventions. An array of treatment interventions must be provided in the crisis respite setting to stabilize acute psychiatric symptoms or prevent admission to a more restrictive setting.
  - i. Services should be goal-oriented and based on the individual's needs and individualized crisis treatment plan. Services should focus on reality orientation, symptom reduction and management, appropriate social behavior, improving peer interactions, improving stress tolerance, and the development of coping skills; and may consist of the following component services:
    - (1) Psychiatric nursing services,
    - (2) Pharmacological instruction,
    - (3) Symptom management training, and
    - (4) Functional skills training.
  - ii. The programming requirements may be fulfilled through the provision of individual crisis intervention services or by providing group services.
  - iii. Group services may be delivered by level of care assignment or through the provision of Day Programs for Acute Needs as specified in 26 TAC Chapter 306, Subchapter F (relating to Mental Health Rehabilitative Services).

- iv. Individuals who have significant co-occurring substance use disorder must receive counseling designed to motivate the individual to continue with substance use disorder treatment following discharge from the program.
- d. Individuals must not be denied access to social, community, recreational, and religious activities that are consistent with the individual's cultural and spiritual background.
- e. Facility-based crisis respite units must maintain a stable therapeutic environment that includes assigned personnel and scheduled activities.
- f. When child and adolescent crisis respite services are provided in general residential operations, crisis respite providers must adhere to the following additional standards for:
  - i. Child and adolescent assessments, in 26 TAC Chapter 748, Subchapter T (Additional Requirements for Operations That Provide an Assessment Services Program), when the service provider conducts assessment services;
  - ii. Child and adolescent crisis respite services provided to pregnant and parenting children and adolescents, in 26 TAC Chapter 748, Subchapter J, Division 10 (relating to Additional Requirements for Pregnant and Parenting Children); and
  - iii. Child and adolescent crisis respite services provided to individuals with COPSD issues, in accordance with 26 TAC §448.906 (relating to Access to Services for Co-Occurring Psychiatric and Substance Use Disorders (COPSD) Clients).

## 5. Coordination and Continuity of Care

- a. A crisis respite unit must create and implement:
  - i. Written policy to ensure the provision of continuity of care and successful linkage with the referral facility, agency or provider; and
  - ii. Written procedure defining the actions that must be taken to ensure every effort is made to contact existing treatment providers during the individual's assessment and treatment in the service.
- b. Coordination of services and continuity of care must be provided for every individual and must include:
  - i. Identifying and linking the individual with all available services necessary to ensure transition to routine care; and
  - ii. Providing necessary assistance in accessing those services, including contacting and coordinating with the individual's existing or newly selected service providers in a timely manner and in conformance with applicable confidentiality requirements.
- c. Discharge planning must be initiated at the time of an individual's admission. In accordance with 26 TAC §306.201 (relating to Discharge Planning), a discharge plan must be developed for every individual, and must include:
  - i. Appropriate education relevant to the individual's condition;
  - ii. Information about the most effective treatment for the individual's behavioral health disorder;

- iii. Identification of potential obstacles to a successful return to the living situation of the individual's choice and means to address these obstacles; and
  - iv. Information about follow-up care, and appropriate linkages to postdischarge providers.
- d. When child and adolescent crisis respite services are provided in general residential operations, crisis respite providers must adhere to 26 TAC Chapter 748, Subchapter I (relating to Admission, Service Planning, and Discharge) standards related to emergency and non-emergency:
  - i. Admission;
  - ii. Service Planning;
  - iii. Discharge and transfer planning; and
  - iv. Release of a child or adolescent.

## 6. Physical Plant

- a. The physical plant must have written policies and procedures for monitoring environmental safety, in accordance with 26 TAC §301.312 (relating to Environment of Care and Safety).
- b. Any new crisis respite unit must receive a preoperational, on site Quality Management (QM) review before being open to the public to provide services.
- c. The crisis respite unit is subject to HHSC QM reviews. Any changes in programming, construction or facility must be reported to the HHSC Contracts Management department immediately. For facility-based crisis respite, if the LMHA or LBHA holds an Assisted Living
- d. A Type A licensed facility will be accepted as "deemed status" by HHSC, meaning:
  - i. Any Quality Management and Compliance reviews will entail only programmatic elements; and
  - ii. Any Regulatory Compliance inspection and survey will occur in accordance with assisted living licensing standards located in 26 TAC §301.312 (relating to Environment of Care and Safety).
- e. If the LMHA owns and operates a non-licensed facility under an exemption from licensure they are required to register and submit a facility exemption form in conjunction with the Consolidated Local Services Plan submission every two years.
- f. The facility must provide a clean and safe environment.
- g. The facility must create a stable and supportive environment.
- h. Crisis respite units are not designed to prevent elopement and must not use locks, mechanical restraints or other mechanical mechanisms to prevent elopement from the facility. Crisis respite units may use exits with delayed egress.
- i. All medications must be securely stored.
- j. Contracted residential treatment centers or foster care homes that serve



children and are used for crisis respite are subject to licensing regulations of the Department of Family and Protective Services.

## 7. General Facility Environment

When crisis respite services are provided at a residential or crisis triage facility, or at a stand-alone facility, the facility must meet the following standards:

- a. Water/Waste/Trash/Sewage.
  - i. Waste water and sewage must be discharged into an approved sewage system or an onsite sewage facility approved by the Texas Commission on Environmental Quality or its authorized agent.
  - ii. The water supply must be of safe, sanitary quality, suitable for use and adequate in quantity and pressure and must be obtained from a water supply system.
  - iii. Waste, trash, and garbage must be disposed of from the premises at regular intervals in accordance with state and local practices. Excessive accumulations must not be permitted. The facility must comply with 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-Related Facilities).
- b. Windows. Operable windows must be insect screened.
- c. Pest Control. An ongoing pest control program must be provided by facility staff or by contract with a licensed pest control company. The least toxic and least flammable effective chemicals must be used.
- d. Maintenance and Cleaning.
  - i. In kitchens and laundries, facility staff must use procedures to avoid cross-contamination between clean and soiled utensils and linens.
  - ii. The facility must be kept free of accumulations of dirt, rubbish, dust, and hazards.
  - iii. Floors must be maintained in good condition and cleaned regularly.
  - iv. Walls and ceilings must be structurally maintained, repaired, and repainted or cleaned as needed.
  - v. Storage areas and cellars must be kept in an organized manner.
  - vi. The building must be kept in good repair, and electrical, heating and cooling systems must be maintained in a safe manner.
  - vii. A supply of hot and cold water must be provided. Hot water for sanitizing must reach 180 degrees Fahrenheit or manufacturers suggested temperature for chemical sanitizers.
- e. Telephone Access. There must be at least one telephone in the facility available to both staff and individuals for use in case of an emergency.
- f. Temperature. Cooling and heating must be provided for occupant comfort. Conditioning systems must be capable of maintaining the comfort range of 68 degrees Fahrenheit to 82 degrees Fahrenheit in individual-use areas.
- g. Bedroom.

- i. A bedroom must have no more than four beds.
  - ii. The facility must provide for each individual a bed with mattress, bedding, chair, dresser (or other drawer space), and enclosed closet or other comparable space for clothing and personal belongings.
  - iii. Furnishings provided by the facility must be maintained in good repair.
- h. Bathroom.
  - i. At least one water closet, lavatory, and bathing unit must be provided on each sleeping floor accessible to individuals of that floor. One water closet and one lavatory for each six occupants, or fraction thereof, must be provided. One tub or shower for each ten occupants, or fraction thereof, must be provided.
  - ii. Privacy partitions and all curtains must be provided in water closets and bathing units in rooms for multi-individual use.
  - iii. Tubs and showers must have non-slip bottoms or floor surfaces, either built-in or applied to the surface.
  - iv. Individual-use hot water for lavatories and bathing units must be maintained between 100 degrees Fahrenheit and 120 degrees Fahrenheit.
  - v. Individuals must have access to towels, soap, and toilet tissue at all times.
- i. Storage.
  - i. The facility must provide sufficient and appropriate separate storage spaces or areas for the following:
    - (1) Administration and clinical records;
    - (2) Office supplies;
    - (3) Medications and medical supplies (these areas must be locked);
    - (4) Poisons and other hazardous materials (these must be kept in a locked area and must be kept separate from all food and medications);
    - (5) Food preparation (if the facility prepares food); and
    - (6) Equipment supplied by the facility for individual needs such as wheelchairs, walkers, beds, mattresses, cleaning supplies, food storage, clean linens and towels, lawn and maintenance equipment, soiled linen storage or holding rooms, and kitchen equipment etc.
  - ii. Storage must not be permitted in the attic spaces.
- j. Food storage.
  - i. Food storage areas must provide storage for, and facilities must maintain, a four-day minimum supply of non-perishable foods at all times.
  - ii. Food subject to spoilage must be dated.
- k. Laundry.
  - i. A large facility (i.e., a facility with more than 16 beds) which co-mingles and processes laundry on-site in a central location must comply with the following:
    - (1) The laundry must be separated and provided with sprinkler protection if located in the main building (separation must consist of a one-hour fire rated partition carried to the underside of the floor or roof deck above);

- (2) Access doors to the laundry area must be from the exterior of the facility or if from within the building by way of non-individual use areas; and
- (3) Soiled linen receiving, holding and sorting rooms must have a floor drain and forced exhaust to the exterior must operate at all times that soiled linen being held in this area.
- ii. If laundry is processed off the site, the following must be provided on the premises: soiled linen holding room, clean linen receiving, holding, inspecting, sorting or folding, and storage room.
- iii. Individual-use laundry, if provided, must utilize residential type washers and dryers. If more than three washers and three dryers are located in one space, the area must be one-hour fire separated or provided with sprinkler protection.
- l. Smoking. Regulations must be established and if smoking is permitted, outdoor smoking areas may be designated for individuals. Ashtrays of noncombustible material and safe design must be provided in smoking areas. Staff must not provide or facilitate individual access to tobacco products.
- m. Room Space.
  - i. Social-divisional spaces such as living rooms, day rooms, lounges, or sunrooms must be provided and have appropriate furniture.
  - ii. Dining areas must be provided and have appropriate furnishings.
- n. The respite services providers must meet physical site minimum standards listed in 26 TAC Chapter 748, Subchapter P (relating to Physical Site) when child and adolescent crisis respite services are provided in general residential operations.

## 8. Accessibility (ADA Compliance)

Crisis respite facilities must comply with the most recent versions of:

- a. The Americans With Disabilities Acts Accessibility Guidelines;
- b. The Texas Accessibility Standards in Texas Government Code, Chapter 469, (relating to Elimination of Architectural Barriers); and
- c. All applicable sections of the TAC.

## 9. Postings

- a. The facility must post near, or within the medication room, a list naming all staff members permitted access to the medication room.
- b. The facility must post 911 as the emergency contact at, or within view, of the telephone.
- c. The facility must ensure that designated smoking areas are clearly marked.
- d. The facility must post a notice that prohibits alcohol, illegal drugs, illegal activities, violence, and weapons, including but not limited to firearms, knives, shanks, brass knuckles, and switchblades on the program site.
- e. The facility must post an emergency evacuation floor plan.

- f. The following must be prominently displayed in areas frequented by individuals:
  - i. Contact information for the Rights Protection Officer,
  - ii. Contact information, including a toll-free number, and instructions for reporting abuse and neglect;
  - iii. Contact information stating the name, address, telephone number, TDD/TTY telephone number, FAX, and e-mail address of the person responsible for ADA compliance.
- g. A facility that prepares food must post the current food service permit from the local health department, if applicable.
- h. The facility postings must be displayed in English and in a second language(s) appropriate to the population(s) served in the local service area; and
- i. The respite provider must ensure the additional posting requirements listed in 26 TAC §748.191 (relating to What items must I post at my operation?) when child and adolescent crisis respite services are provided in a general residential operations environment. The following items must be posted in a prominent and public place that is accessible for staff members, children, parents, and others to view at all times:
  - i. The operation's permit, posted at the main office location;
  - ii. The HHSC Licensing notice, Keeping Children Safe; and
  - iii. Emergency and evacuation relocation plans posted in each building and living quarters used by children and adolescents.

## 10. Life Safety

- j. Life Safety Code. The facility must comply with the most recent edition of the National Fire Protection Association's Life Safety Code (NFPA 101) as adopted by the State Fire Marshal, or with the International Fire Code. Determination of the specific code to be applied is determined by the local fire authorities having jurisdiction.
- k. Local Fire Code. The facility must be classified as to type of occupancy and incorporate all life safety protections set forth in the applicable code.
- l. Code Compliance. The facility must maintain continuous compliance with the life safety requirements set forth in the applicable chapters of the code.
- m. Emergency Evacuation Plan. The LMHA or LBHA must develop, implement and make available to all supervisory personnel, written copies of a plan for the protection of all individuals in the event of fire.
  - i. The plan must:
    - (1) Include details on safely evacuating individuals from the building to areas of refuge;
    - (2) Include details on sheltering in place when appropriate;
    - (3) Include special staff actions including fire protection procedures needed to ensure the safety of any individual;
    - (4) Be amended or revised when needed;

- (5) Be readily available at all times within the facility; and
  - (6) Require documentation that reflects the current evacuation capabilities of the individuals
- ii. All employees must be periodically instructed and kept informed with respect to their duties and responsibilities under the plan.
- iii. The facility must conduct emergency evacuation drills quarterly and calculate evacuation scores in accordance with the fire code under which the facility is inspected.
- n. Disaster Plan.
  - i. The LMHA or LBHA must have in effect and available to all supervisory personnel copies of written protocols and instructions for disasters and other emergencies, per 26 TAC, Chapter 301, Subchapter G, §301.312 (relating to Environment of Care and Safety).
  - ii. The written disaster plan must address, at a minimum, eight core functions:
    - (1) Direction and control;
    - (2) Warning;
    - (3) Communication;
    - (4) Sheltering arrangements;
    - (5) Evacuation;
    - (6) Transportation;
    - (7) Health and medical needs; and
    - (8) Resource management.
  - iii. The written disaster plan must include processes for identifying and assisting individuals who have mobility limitations, or other special needs, who may require specialized assistance within the respite facility or during facility evacuation.
- o. Recorded Inspections.
  - i. Facilities must provide a safe environment, participate in required inspections, and keep a current file of reports and other documentation to demonstrate compliance with applicable laws and regulations. Files and records that record annual or quarterly or other periodic inspections must be signed and dated.
  - ii. The following initial and annual inspections are required and must be kept on file:
    - (1) Local Fire safety inspections as outlined in 10.g., below;
    - (2) Alarm system inspection by the fire marshal or an inspector authorized to install and inspect alarm systems;
    - (3) Annual kitchen inspection by the local health authority, if applicable;
    - (4) Fire extinguisher inspection and maintenance by personnel licensed or certified to perform the inspection; and
    - (5) Liquefied petroleum gas systems inspection by an inspector certified by the Texas Railroad Commission.
- p. Fire Safety Inspections.

- i. Initial and ongoing inspections for compliance with the applicable code must be conducted by a fire safety inspector certified by the Texas Commission on Fire Protection or by the State Fire Marshal's Office.
- ii. The facility is responsible for arranging required inspections and ensuring that inspections are carried out in a timely manner.
- iii. The initial and ongoing fire safety reports must be signed by the certified inspector performing the inspection.
- iv. These reports must be kept on file and be readily available for review by the state.
- v. All fires causing damage to the crisis residential unit or to equipment must be reported to the HHSC Contract Manager within 72 hours. Any fire causing injury or death must be reported to the HHSC Contract Manager immediately. Report must be made by telephone during normal business hours and by telephone call and e-mail during other times, with a follow-up telephone call to the Contract Manager on the first business day following the event.
- vi. Open flame heating devices are prohibited. All fuel burning heating devices must be vented. Working fireplaces are acceptable if of safe design and construction and if screened or otherwise enclosed.
- q. Correction Plan. If the Certified Fire Inspector finds that the facility does not comply with one or more requirements set forth in the applicable fire code, facility staff must take immediate corrective action to bring the facility into compliance with the applicable code.
  - i. The facility must have on file a date for a return inspection by the Certified Fire Inspector to review the corrective actions.
  - ii. The facility must have on file documentation by the Certified Fire Inspector that all findings have been corrected and that the facility is in full compliance with all applicable codes.
  - iii. During the period of corrective action, the facility must take any steps necessary to ensure the health and safety of individuals residing in the facility during the time repairs or corrections are being completed.
- r. Newly Operational Facilities. If the facility has been in operation for less than one year, the documentation of compliance with the applicable fire code may be completed and signed by an architect licensed to practice in Texas. Such certification must be based on the architect's inspection of the facility completed after (or immediately prior to) the commencement of operation as a crisis residential facility.
- s. Pre-operational facility requirements. Any newly constructed or renovated or remodeled unlicensed crisis residential facility must receive a preoperational on-site review by HHSC QM before being open to the public to provide crisis residential services. If the facility has been remodeled or renovated, the inspection by the architect must have been conducted after the remodeling or renovation was completed and before the facility opens to the public to provide services.
- t. Evacuation Plan. All facilities must post emergency evacuation floor plans.

- u. Individual Safety. The administrator of each facility must ensure that:
  - i. All staff members are oriented and educated about the importance of the use of environmental safety checks in preventing injury or death of an individual;
  - ii. Systematic environmental safety checks are routinely performed for eliminating environmental factors that could contribute to the attempted suicide, or suicide, of an individual, or harm to a staff member;
  - iii. Individual bedrooms, bathrooms and other private or unsupervised areas must be free of materials that could be utilized by an individual to attempt, or to die by suicide, or to harm or kill others, such as, but are not limited to:
    - (1) Ropes;
    - (2) Cords (including window blind cords);
    - (3) Sharp objects;
    - (4) Substances that could be harmful if ingested; and
    - (5) Extended ceiling fans.
  - iv. Individual bedrooms, bathrooms and other private or unsupervised areas must contain:
    - (1) Break-away curtains; and
    - (2) Breakaway or collapsible rods or bars in wardrobes, lockers, bathrooms, windows, and closets.
- v. Vehicle Safety.
  - i. All vehicles used to transport individuals must be maintained in safe driving condition, in accordance with 37 TAC Chapter 23, Subchapter D (relating to Vehicle Inspection Items, Procedures, and Requirements)
  - ii. Any vehicle used to transport an individual must have appropriate insurance.
  - iii. Every vehicle used for individual transportation must have an easily accessible fully stocked first aid kit and an A:B:C type fire extinguisher.
- w. Additional Safety Standards for Children and Adolescents. Respite services providers must adhere to additional safety standards listed in 26 TAC Chapter 748, Subchapter O (relating to Safety and Emergency Practices) and transportation safety standards listed in 26 TAC Chapter 748, Subchapter R, Division 2 (relating to Safety Restraints) when child and adolescent crisis respite services provided in general residential operations.

## 11. Infection Control

- a. Infection Control.
  - i. Each facility must establish and maintain an infection control policy and procedure designated to provide a safe, sanitary, and comfortable environment and to help prevent the development and transmission of disease and infection.
  - ii. The facility must comply with departmental rules regarding special waste in 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-related Facilities).

- iii. The facility must have written policies for the control of communicable disease in employees and individuals, which includes tuberculosis (TB) screening and provision of a safe and sanitary environment for individuals and employees.
- b. TB Reporting Requirement. The facility must maintain evidence of compliance with local and/or state health codes or ordinances regarding employee and individual health status.
  - i. Individuals. The name of any individual of a facility with a reportable disease as specified in 25 TAC Chapter 97, Subchapter A (relating to Control of Communicable Diseases) must be reported immediately to the city health officer, county health officer, or health unit director having jurisdiction and appropriate infection control procedures must be implemented as directed by the local health authority.
    - (1) All individuals must be screened upon admission and after exposure to TB and provided follow-up as needed.
    - (2) HHSC will provide TB screening questionnaire for admissions screening: <https://www.dshs.texas.gov/idcu/disease/tb/forms/pdfs/TB-810.pdf>
  - ii. Employees. If employees contract a communicable disease that is transmissible to individuals through food handling or direct individual care, the employee must be excluded from providing these services as long as a period of communicability is present.
    - (1) The facility must screen and test all employees for TB within two weeks of employment and annually, according to Centers for Disease Control and Prevention's (CDC) *Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings*.
    - (2) All persons who provide services under an outside resource contract must, upon request of the facility, provide evidence of compliance with this requirement.
- c. Universal Precautions. Personnel who handle, store, process and transport linens must do so in a manner that prevents the spread of infection.
  - i. Universal precautions must be used in the care of all individuals.
  - ii. First Aid Kits must be sufficient for the number of individuals served at the site.
    - (1) Gloves must be immediately accessible to all staff.
    - (2) One-way, CPR masks must be immediately available to all staff.
    - (3) Spill Kits must be immediately accessible to all staff.
  - iii. Sharps containers must be puncture resistant, leak proof and labeled.
    - (1) Sharps containers must not be overfilled.
    - (2) Needles in the sharps containers must not be capped or bent.
  - iv. Disinfectants and externals must be separated from internals and injectables.
    - (1) Medications requiring special climatic conditions (e.g. refrigeration, darkness, tight seal, etc.) must be stored properly.
    - (2) The refrigerator must have a thermometer.



- (3) Recorded refrigerator temperatures must be maintained between 36 and 46 degrees Fahrenheit, in accordance with 22 TAC §291.15 (related to Storage of Drugs).
- v. Running water or dry-wash disinfectant must be available to staff where sinks are not easily available.
- vi. Staff must demonstrate ability to accurately describe the policy for handling a full sharps container.
  - (1) Particulate masks (surgical masks) must be available to staff and individuals at high risk for exposure to TB.
  - (2) Staff must be able to describe the actions to take if exposed to blood or body fluids.
  - (3) Staff must be able to describe how to clean a blood or body-fluid spill.
  - (4) Staff must be able to direct QM reviewer to all protective equipment.
- vii. Poison Control phone numbers must be posted throughout the facility and information regarding Emergency Medical Treatment for Poisoning must be available to staff.
- viii. All medical materials must be properly stored on shelves or in cabinets that must be correctly labeled.
- d. Animal Safety. Animals housed at the facility or visiting the facility must be properly vaccinated and supervised.

## 12. Medication Management

An Emergency Medication Kit should be maintained if the facility contains the staff qualified to handle such medications.

- a. Medication Storage. All facilities that provide or store an individual's medication during the length of stay must implement written procedures for medication storage, administration, documentation, controlled substances, inventory, and disposal in accordance with 26 TAC §301.355 (relating to Medication Services). An LMHA must ensure that:
  - i. Individuals do not retain their personal medications while in the facility;
  - ii. Individuals receive their personal medications upon discharge from the facility;
  - iii. Medications that are kept on-site be kept locked at all times; and
  - iv. Staff are able to provide a copy of the most recent medication stock inspection.
- b. Climate Controlled Medications.
  - i. The facility must maintain a record indicating that staff regularly checks the temperature in the refrigerator.
  - ii. Refrigerators used to store medications must be kept neat, clean, and free of non-pharmacy and non-medical items. Lab specimens must be stored separately.
- c. Labelling Medications.
  - i. The facility must ensure that there are no expired, recalled, deteriorated, broken, contaminated or mislabeled drugs present.

- ii. Medication labels must not be handwritten or changed.
- d. Controlled Substances.
  - i. Controlled substances must be approved by a physician employed by or contracting or subcontracting with the LMHA or LBHA that operates the facility.
  - ii. An inventory of controlled substances must include:
    - (1) Whether the inventory was taken at the beginning or close of business;
    - (2) Name of controlled of substances;
    - (3) Each finished form of the substances (e.g. 100mg tablet);
    - (4) The number of dosage units of each finished form in the commercial container (e.g. 100 tablet bottle);
    - (5) The number of commercial containers of each finished form (e.g. four 100 tablet bottles); and
    - (6) Controlled substances must be stored under double locks.
- e. Facility Management.
  - i. The facility management must:
    - (1) ensure that only licensed medical staff members have access to medications administered to individuals;
    - (2) maintain a current list in the medication room of all practitioners who are allowed to prescribe medications that are administered from the medication room;
    - (3) maintain a current list in the medication room of all staff allowed to administer medications to individuals;
    - (4) maintain a current list in the medication room of all non-licensed, trained staff allowed to observe self-administration of medications; and
    - (5) ensure that staff does not transfer medications from one container to another. Individuals may independently transfer their own medications from a bottle to a daily medication reminder.
  - ii. The facility must ensure that staff members have readily available access to a hardcopy or digital format of a medication guide (such as the Physician's Desk Reference or similar publication) in a version that is no more than two years old.
  - iii. The facility must maintain an Emergency Medication Kit.
    - (1) The medications in the emergency medication kit must be monitored with a perpetual inventory and make use of breakaway seals.
    - (2) The medication kit must contain medications and other equipment as specified by the facility medical director. This generally includes, but is not limited to, short acting neuroleptics, anti-Parkinsonian medications, and anti-anxiety medications.
  - iv. There must be evidence in the clinical records that individuals are educated about their medications whenever medications are prescribed or changed.
  - v. Child and adolescent crisis respite services provided in general residential operations settings must also adhere to additional child and

adolescent facility medication management standards listed in 26 TAC, Chapter 748, Subchapter L (relating to Medication).

### 13. Food Preparation and Food Service

When crisis respite services are provided in a private home or in free-standing crisis respite facility of the LMHA or LBHA, the private home or facility is exempt from meeting the Standards as described in Information Item V. Section D. Crisis Respite Services, Subsection 13. Food Preparation and Food Service, a. Inspections.

- a. Inspections. If the facility prepares meals in a centralized kitchen on site, it must pass an annual kitchen health inspection as required by the local health department. The facility must:
  - i. immediately address any deficiencies found during any health inspection; and
  - ii. post the current food service permit from the local health department.
- b. Kitchen Standards.
  - i. If providing nutrition services, the kitchen or dietary area must meet the general food service needs of the individuals.
  - ii. Kitchen or dietary area must include provisions for the storage, refrigeration, preparation, and serving of food, for dish and utensil cleaning, and for refuse storage and removal.
  - iii. Food may be prepared off-site or in a separate building provided that the food is served at the proper temperature and transported in a sanitary manner.
  - iv. All facilities must provide a means for washing and sanitizing dishes and cooking utensils must be provided.
  - v. The kitchen must contain a multi-compartment pot sink large enough to immerse pots and pans, cookware and dishes used in the facility, and a mechanical dishwasher for washing and sanitizing dishes.
  - vi. Soiled and clean dish areas must be separated and maintained for drying in a manner that promotes air flow.
- c. Meal Preparation.
  - i. In facilities that prepare meals for individuals, at least three meals or their equivalent must:
    - (1) be served daily;
    - (2) at regular times; and
    - (3) with no more than a 16-hour span between a substantial evening meal and breakfast the following morning.
  - ii. In facilities where individuals prepare their own food:
    - (1) The facility must ensure that a variety of foods are available for each meal to allow individuals to have a choice of foods to prepare for each meal;
    - (2) The facility must ensure that the foods available are nutritious and well balanced, in accordance with the most recent version of the United States

Department of Agriculture's guidelines, and accommodate individual kosher dietary needs or other related dietary practice;

(3) Food must be provided for individuals to prepare at least three meals daily;

(4) The facility must ensure that such items are provided to individuals that require special dietary items; and

(5) Regular food preparation and mealtimes must be established

(6) by the facility.

d. Nutrition and Diets.

i. The facility must provide therapeutic diets when ordered for an individual.

ii. In facilities that prepare food for the individuals, the menus must be prepared to provide a balanced and nutritious diet, in accordance with the most recent version of the United State Department of Agriculture's guidelines and must accommodate individual kosher dietary needs or other related dietary practice.

e. Availability. Food and beverage must be available to accommodate individuals who enter the facility after established meal times.

f. Food Storage. In all facilities, supplies of staple foods for a minimum of a four-day period and perishable foods for a minimum of a one-day period must be maintained on premises. Food subject to spoilage must be dated.

g. Food Service.

i. When meals are provided by a food service, a written contract must require the food service to:

(1) comply with the rules referenced in Information Item V. VI. Crisis Respite Services. 13. Food Preparation and Food Service; and

(2) pass an annual kitchen health inspection as required by law.

ii. The facility must ensure the meals are transported to the facility in temperature-controlled containers to ensure the food remains at the temperature at which it was prepared.

iii. The facility must ensure that at least one facility staff, at minimum, maintains a current food handler's permit.

h. When child and adolescent crisis respite services are provided in a general residential operations environment, crisis respite providers must adhere to:

i. Facility food preparation, storage, and equipment standards listed in 26 TAC §748.3441 (relating to What general requirements apply to food service and preparation?); and

ii. Child nutrition and hydration standards listed in Division 7 of 26 TAC Chapter 748, Subchapter J (relating to Child Care).

## **VII. Peer Run Crisis Respite Services**

### **A. Definitions**

A Peer-Run Crisis Respite (PRCR) program provides short-term, community-based residential crisis respite services to adult individuals (“Guests”) who are experiencing, or are at risk of experiencing, a behavioral health crisis but do not require hospitalization or higher levels of behavioral health clinical care. PRCR services are provided in a safe and home-like environment, usually in a house within a residential neighborhood, for a period of a few hours up to several days. PRCR programs provide non-clinical provision of peer specialist services through the evidence-based Peer Support model of care.

PRCRs are operated and staffed by a Peer Specialist Care Team consisting of Certified Peer Specialists (CPS), who use lived experience, in addition to skills learned in formal training, to deliver voluntary, recovery-oriented, person-centered, relationship-focused, and trauma-informed services to promote a Guest’s recovery and resiliency. Peer Specialists provide services for an LMHA or LBHA, in accordance with Texas Administrative Code (TAC), Title 1, Chapter 354, Subchapter N (relating to Peer Specialist Services). PRCR program availability varies by region and is dependent on LMHA or LBHA funding. Unlike traditional crisis respite facility programs, utilization of PRCR services are not based on medical necessity determined through clinical assessment.

### **B. Goals**

- Reduce inpatient and law enforcement interventions through crisis stabilization in the least restrictive environment
- Provide an opportunity to address the underlying cause of a crisis before the need for traditional crisis services arises
- Reduce hospitalization by building mutual, trusting relationships between Peer Staff members
- Reduce possible trauma that can occur to individuals during emergency room visits, inpatient psychiatric hospitalizations, and contact with law enforcement
- Provide Guests with critical coping skills to support resilience, recovery and personal growth
- Engage Guests with community resources and support recovery-related outcomes

### **C. Description**

#### **1. Length of Stay**

PRCR programs provide short-term hourly or 24-hour care. The average length of stay is 4-5 days, with a maximum length of stay determined by the Guest in coordination with the Peer Specialist Care Team.

#### **2. Admission Criteria**

Admission to a PRCR does not require a clinical assessment or enrollment into the LMHA/LBHA utilization management level of care. Each PRCR must develop and implement

admission guidelines that reflect an individualized approach to admission criteria, with acknowledgement that a non-clinical level of care cannot accommodate every individual requesting admission. Admission to a PRCR program must be determined through an intake interview and a collaborative decision made between the potential Guest and the Peer Specialist Care Team.

- a. An individual requesting admission must meet the following criteria:
  - i. must have a low risk for potential of violence towards self or others;
  - ii. must have the ability to independently perform activities of daily living;
  - iii. must have the ability to self-administer medications without Peer Staff support;
  - iv. must bring no more than a one-month supply of any prescription medication to the PRCR;
  - v. may have mild medical conditions that are stable with prescribed and available medications; and
  - vi. may have co-occurring psychiatric and substance use disorders (COPSD) resulting in no more than mild impairment.
- b. The PRCR must not admit an individual who requires a level of care that cannot be provided through PRCR services. Individuals that require a greater level of care must be referred to a more appropriate service.

### 3. Egress.

Crisis respite services must be provided in an unlocked facility that provides individual residents restricted entrance and unrestricted exit.

### 4. PRCR Standards.

A PRCR Program director must:

- a. Create a stable and supportive environment with limited supervision provided by trained and competent Peer Staff;
- b. Develop and implement operational procedures to assist Guests with obtaining physical and psychiatric medications when they are unable to access these resources independently;
- c. Develop and implement operational procedures to provide Guests with immediate access to urgent and emergent non-psychiatric medical assessment and treatment when Guests are unable to access these services independently;

### 5. PRCR Programming.

PRCRs use self-help strategies, self-determination, and peer-support to address the needs of Guests with the goal of enhancing participation in their life and community. Guest participation is completely voluntary, and all programs and services are elective. The choice of services includes the Guest's right to choose no services. Guests define and address their own recovery goals and maintain the ability to choose the PRCR Care Team or the professional services that best suit their recovery goals. The PRCR must ensure that programming responds flexibly to the needs of Guests and supports individual and group

participation as fully as possible for Guests with varying physical, psychiatric, intellectual, and sensory processing conditions.

## **D. Standards**

### **1. Availability**

When offered, this service must be available to individuals in crisis 24 hours a day, every day of the year throughout the local service area.

### **2. Staffing**

#### **a. Operational Guidelines.**

- i. A psychiatrist must serve as the medical director for all crisis services provided by the contracting LMHA or LBHA. The medical director must approve all PRCR program written policies, procedures, and operational guidelines for subcontracted services provided on behalf of the contractor.
- ii. A psychiatrist must serve as the medical director for all crisis services provided by the contracting LMHA or LBHA. The medical director must approve all PRCR program written policies, procedures, and operational guidelines for subcontracted services provided on behalf of the contractor. While the PRCR's daily operations will be managed by PRCR staff, a medical director needs to be designated for urgent clinical issues and to review incidents related to quality of care.

#### **iii. The PRCR Program Director must:**

- (1) Ensure that services are provided by staff members who are operating within the scope of their credentialing, job description, and contract specification, in accordance with 1 TAC §354.3055 (Ethical Responsibilities);
- (2) Define competency-based expectations for each PRCR staff positions;
- (3) Ensure each Peer Staff member receives initial training before the staff member assumes responsibilities providing PRCR program services and annually throughout the staff member's employment with the organization.

#### **b. Peer Specialist Certification. The LMHA or LBHA must ensure that CPSs:**

- i. complete training and display core competencies for initial certification, and certification renewal, as required by their credentialing entity, in accordance with 1 TAC Chapter 354, Subchapter N, Division 6 (relating to Peer Specialist and Peer Specialist Supervisor Certification); and
- ii. receive documented supervision in accordance with 1 TAC §354.3103 (relating to Supervision of Peer Specialists) and 1 TAC §354.3101 (relating to Requirements).

#### **c. Peer Specialist Training, Competency and Credentialing. The LMHA or LBHA must ensure that Peer Staff members providing Peer Support services adhere to competency and credentialing requirements provided in:**

- i. Required competencies delineated in 26 TAC §301.331(a)(3)(A) (relating to Competency and Credentialing);
  - ii. Critical competencies for topics delineated in 26 TAC §301.331(a)(3)(B) (relating to Competency and Credentialing), including: Individual emergency behavior interventions, in 26 TAC Chapter 748, Subchapter N, (relating to Emergency Behavior Interventions) Admission, Service Planning, and Discharge); and
  - iii. Additional requirements for credentialing as a peer provider, in accordance with 26 TAC §301.331(f) (relating to Additional requirements for credentialing as a peer provider).
- d. Peer Staffing Pattern.
- i. Trained and competent Peer Staff members must be present and available onsite 24 hours a day, every day of the year.
  - ii. The PRCR must develop and implement a process for assessing and anticipating Peer Staffing needs.
  - iii. The PRCR staff must be scheduled in sufficient numbers to ensure individual and staff safety during the provision of needed services.
- e. Availability, Duties, and Responsibilities.
- i. Duties and responsibilities for all Peer Staff providing Guest services must be:
    - (1) Defined in writing by the LMHA or LBHA;
    - (2) Appropriate to Peer Staff training, competency, and experience; and
    - (3) In conformance with the scope of Peer Staff certification and availability.
  - ii. Peer Staff members on duty must remain awake and alert at all times.
  - iii. Peer Staff members must be willing to disclose about personal recovery.
  - iv. The LMHA or LBHA must develop and implement policies and procedures allowing on-site Peer Staff members to obtain 24-hour access to supervision, consultation, and evaluation as needed from:
    - (1) A physician (preferably a psychiatrist), a physician's assistant (PA), an advanced practice nurse practitioner (APRN), or a registered nurse (RN) for medical emergencies; and
    - (2) An RN or Licensed Practitioner of the Healing Arts (LPHA) for clinical emergencies.
  - v. The PRCR Staff Care Team must consist of a minimum of following:
    - (1) A Program Director, who supervises the Peer Staff Care Team;  
A Peer Services Team Lead, who supervises Peer Navigators and Peer Bridgers;
    - (2) A Peer Bridger, who provides peer services, such as:
      - (a) community outreach;
      - (b) assisting Guests in linkage with community resources; and



- (c) gathering Guest satisfaction data after Guests have completed their PRCR program stay; and
- (3) A Peer Navigator, who provides peer support and recovery-oriented services, such as:
  - (a) facilitating peer groups;
  - (b) mentoring Guests;
  - (c) teaching psychosocial skills;
  - (d) modeling hope for recovery;
  - (e) assisting Guests with navigating through complex social and healthcare systems; and
  - (f) assists in promoting safety in the living environment.
- f. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

### 3. Intake and Orientation

- a. The PRCR intake process is flexible and is based on an informal conversation that focuses on building a relationship with the potential Guest. The Peer Staff member interviews the individual seeking services to form a relationship, explore the individual's current situation and needs, and determines whether the individual may benefit from admission into services.
- b. Potential Guests must receive an intake interview from a Certified Peer Specialist Care Team Member prior to admission into services.
- c. An individual with capacity to consent must give written consent to receive respite services.
- d. Every Guest admitted to services must receive a unit orientation by an appropriately trained Peer Staff no later than 24 hours after admission and in accordance with 25 TAC Chapter 404, Subchapter E (relating to Rights Handbooks for Persons Receiving Mental Health Services at Department Facilities). The orientation must explain the Guest's individual rights both orally, and in writing, in a language and format easily understandable to the Guest. The orientation must include:
  - i. The rights of Guests receiving treatment;
  - ii. A description of the PRCR grievance policy;
  - iii. The schedule of program activities;
  - iv. A description of the menu of services offered; and
  - v. Determine that the Guest comprehends the information provided in 1) – 4).

### 4. Supports and Services

The Peer Staff Care Team provide services by engaging with individuals, demonstrating empathy, trust, and respect. Services are provided in accordance with 1 TAC, Subchapter N, §354.3013 (relating to Services Provided).

- a. The LMHA or LBHA must develop and implement written guidelines for intervention and services, which:
  - i. are reviewed and approved by the medical director and updated as needed; and
  - ii. describe the most effective and least restrictive ways to access appropriate immediate care to stabilize a behavioral health emergency in accordance with 25 TAC Chapter 415, Subchapter F (relating to Interventions in Mental Health Services).
- b. The PRCR Program must offer services to include:
  - i. Formal Peer Support Services - CPSs use recovery and wellness support, which includes providing information on and support with planning for recovery; mentoring, which includes serving as a role model and providing assistance in finding needed community resources and services; and advocacy, which includes providing support in stressful or urgent situations, and helping to ensure that the recipient's rights are respected, to support Guests and promote possibilities for change;
  - ii. Informal Peer Support – Informal, unscheduled groups and informal peer relationships that promote peer to peer self-help opportunities with other Guests;
  - iii. Informal Crisis Prevention - Informal individual or group peer support or peer counselor support, education and advocacy, provided to address Guest problems before they escalate;
  - iv. Direct Linkages – CPSs refer Guests to outside agencies and community-based services or supports;
  - v. Social Inclusion – CPSs coordinate opportunities for socialization and recreational activities that promote the learning of life skills, foster community, and create new support systems; and
  - vi. Wellness and Recovery Tools - CPSs provide Guests with opportunities to learn about, develop, and refine personalized tools for managing their mental wellness, using Evidence Based Practices, such as:
    - (1) Assisting Guests with wellness and recovery planning through:
      - (a) Discovering their own simple, safe wellness tools
      - (b) Developing a list of things to do every day to stay as well as possible;
      - (c) Identifying upsetting events, early warning signs and signs that things have gotten much worse and, using wellness tools, develop action plans for responding at these times;
      - (d) Creating a crisis plan; and
      - (e) Creating a post-crisis plan; and
    - (2) Declaration for Mental Health Treatment (Advanced Directive) outlining preferred mental health treatment if an individual becomes unable to provide consent.
- c. Menu of Services. The PRCR must provide a menu of services to all Guests. The provision of individual and group skills training must be based on the individual

needs and recovery goals of each Guest. Guests maintain the ability to choose the PRCR Care Team or professional services that best suit their recovery goals. Individuals may choose to be provided with peer specialists support and connection to substance use recovery support services. The PRCR must provide programming services that include:

- i. Group or individual time including:
  - (1) support groups;
  - (2) individual time with a peer specialist;
  - (3) building social supports;
  - (4) trauma-informed peer support; and
  - (5) access to mutual understanding and connection; and
- ii. Skills training, including:
  - (1) training on the creation of a wellness and recovery plan;
  - (2) educational activities; and
  - (3) learning about recovery; and
- iii. Social group activities; and
- iv. Recreational activities, which may include:
  - (1) art groups,
  - (2) exercise groups; and
  - (3) cooking and nutrition groups;
- v. Unstructured time to explore independent and communal interests;
- vi. Activities consistent with the Guest's cultural and spiritual background; and
- vii. Other activities supportive to Guests in crisis.

## 5. Wellness and Recovery Planning

- a. The LMHA or LBHA must develop and implement a written guideline and procedures to ensure Peer Staff members:
  - i. Provide daily documentation on an individual's progress on recovery goals;
  - ii. Document progress on the format approved by PRCR Program Manager; and
  - iii. Communicate daily documentation to the Care Team Lead staff member.
- b. Linkage to services and continuity of care must be provided for every Guest and include:
  - i. Identifying and linking the Guests with all available community-based services necessary to ensure transition to routine care; and
  - ii. Providing necessary assistance in accessing those services, including COPSD services, in accordance with 26 TAC §448.906 (relating to Access to Services for Co-Occurring Psychiatric and Substance Use Disorders (COPSD) Clients), and contacting and coordinating with the individual's existing or newly selected service providers in a timely manner and in conformance with applicable confidentiality requirements.
- c. A PRCR program must develop and implement written guidelines and procedures to ensure Guests are provided satisfaction surveys to rate the PRCR program and have their grievances addressed.

## 6. Physical Plant

- a. A PRCR physical plant must have written policies and procedures for monitoring environmental safety, in accordance with 26 TAC §301.312 (relating to Environment of Care and Safety).
- b. Any new PRCR facility must receive a preoperational, on site Quality Management (QM) review before being open to the public to provide services.
- c. All PRCR facilities are subject to HHSC QM reviews. The operating LMHA or LBHA must immediately report to the HHSC Contracts Management department any changes in programming or construction.
- d. If the LMHA or LBHA PRCR holds an Assisted Living Type A license, the facility will be accepted as "deemed status" by HHSC, meaning:
  - i. Any Quality Management and Compliance reviews will entail only programmatic elements; and
  - ii. Any Regulatory Compliance inspection and survey will occur in accordance with assisted living licensing standards located in 26 TAC §301.312 (relating to Environment of Care and Safety).
- e. If the LMHA owns and operates a non-licensed facility under an exemption from licensure they are required to register and submit a facility exemption form in conjunction with the Consolidated Local Services Plan submission every two years.
- f. A PRCR must provide a clean and safe environment.
- g. A PRCR must create a stable and supportive environment.
- h. A facility must not be designed to prevent Guest exit and must not use locks, mechanical restraints or other mechanical mechanisms to prevent Guest exit from the facility.

## 7. Coordination and Continuity of Care

- a. A PRCR program must utilize a strengths-based framework that emphasizes physical, psychological, and emotional safety, in accordance with the evidenced-based Peer Support Model.
- b. Water/Waste/Trash/Sewage.
  - i. Waste water and sewage must be discharged into an approved sewage system or an onsite sewage facility approved by the Texas Commission on Environmental Quality or its authorized agent.
  - ii. The water supply must be of safe, sanitary quality, suitable for use and adequate in quantity and pressure and must be obtained from a water supply system.
  - iii. Waste, trash, and garbage must be disposed of from the premises at regular intervals in accordance with state and local practices. Excessive accumulations must not be permitted. The facility must comply with 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-Related Facilities).
- c. Windows. Operable windows must be insect screened.

- d. Pest Control. An ongoing pest control program must be provided by facility staff or by contract with a licensed pest control company. The least toxic and least flammable effective chemicals must be used.
- e. Maintenance and Cleaning.
  - i. In kitchens and laundries, peer staff must use procedures to avoid cross-contamination between clean and soiled utensils and linens.
  - ii. The facility must be kept free of accumulations of dirt, rubbish, dust, and hazards.
  - iii. Floors must be maintained in good condition and cleaned regularly.
  - iv. Walls and ceilings must be structurally maintained, repaired, and repainted or cleaned as needed.
  - v. Storage areas and cellars must be kept in an organized manner.
  - vi. The building must be kept in good repair, and electrical, heating and cooling systems must be maintained in a safe manner.
  - vii. A supply of hot and cold water must be provided. Hot water for sanitizing must reach 180 degrees Fahrenheit or manufacturers suggested temperature for chemical sanitizers.
- f. Telephone Access. There must be at least one telephone in the facility available to both Peer staff and Guest for use in case of an emergency.
- g. Temperature. Cooling and heating must be provided for occupant comfort. Conditioning systems must be capable of maintaining the comfort range of 68 degrees Fahrenheit to 82 degrees Fahrenheit in individual-use areas.
- h. Bedroom.
  - i. A bedroom must have no more than four beds.
  - ii. The facility must provide for each guest a bed with mattress, bedding, chair, dresser (or other drawer space), and enclosed closet or other comparable space for clothing and personal belongings.
  - iii. Furnishings provided by the facility must be maintained in good repair.
- i. Bathroom.
  - i. A PRCR must provide At least one water closet, lavatory, and bathing unit must be provided on each sleeping floor accessible to individuals of that floor.
  - ii. A PRCR must provide one water closet and one lavatory for each six occupants, or fraction thereof.
  - iii. A PRCR must provide one tub or shower for each ten occupants, or fraction thereof.
  - iv. Privacy partitions and all curtains must be provided in water closets and bathing units in rooms for multi-individual use.
  - v. A PRCR must provide tubs and showers must have non-slip bottoms or floor surfaces, either built-in or applied to the surface.
  - vi. A PRCR must provide individual-use hot water for lavatories and bathing units must be maintained between 100 degrees Fahrenheit and 120 degrees Fahrenheit.
  - vii. A PRCR must provide individuals must have access to towels, soap, and toilet tissue at all times.

j. Storage.

i. The facility must provide sufficient and appropriate separate storage spaces or areas for the following:

- (1) Administration and Guest records;
- (2) Office supplies;
- (3) Medications and medical supplies (these areas must be locked);
- (4) Poisons and other hazardous materials (these must be kept in a locked area and must be kept separate from all food and medications);
- (5) Food preparation (if the facility prepares food); and
- (6) Equipment supplied by the PRCR for individual needs such as wheelchairs, walkers, beds, mattresses, cleaning supplies, food storage, clean linens and towels, lawn and maintenance equipment, soiled linen storage or holding rooms, and kitchen equipment etc.

ii. Storage must not be permitted in the attic spaces.

k. Food storage.

i. Food storage areas must provide storage for, and facilities must maintain, a four-day minimum supply of non-perishable foods at all times.

ii. Food subject to spoilage must be dated.

l. Laundry. Individual-use laundry, if provided, must utilize residential type washers and dryers. If more than three washers and three dryers are located in one space, the area must be one-hour fire separated or provided with sprinkler protection.

m. Smoking. The PRCR must develop and implement regulations must be established and if smoking is permitted, outdoor smoking areas may be designated for Guests. Ashtrays of noncombustible material and safe design must be provided in smoking areas. Peer staff must not provide or facilitate individual access to tobacco products.

n. Room Space.

i. Social-divisional spaces such as living rooms, day rooms, lounges, or sunrooms must be provided and have appropriate furniture.

ii. The PRCR must provide dining areas must be provided and have appropriate furnishings.

## 8. Accessibility

a. The PRCR must comply with the most recent versions of:

- i. the Americans With Disabilities Acts (ADA) Accessibility Guidelines;
- ii. the Texas Accessibility Standards in Texas Government Code Chapter 469, (relating to Elimination of Architectural Barriers); and
- iii. all applicable sections of TAC.

## 9. Postings

- a. The PRCR must post 911 as the emergency contact at, or within view, of the telephone.
- b. The PRCR must ensure that designated smoking areas are clearly marked.
- c. The PRCR must post a notice that prohibits alcohol, illegal drugs, illegal activities, violence, and weapons, including but not limited to firearms, knives, shanks, brass knuckles, and switchblades on the program site.
- d. The PRCR must post an emergency evacuation floor plan.
- e. The following must be prominently displayed in areas frequented by individuals:
  - i. Contact information for the Rights Protection Officer,
  - ii. Contact information, including a toll-free number, and instructions for reporting abuse and neglect; and
  - iii. Contact information stating the name, address, telephone number, TDD/TTY telephone number, FAX, and e-mail address of the person responsible for ADA compliance.
- f. The PRCR postings must be displayed in English and in a second language(s) appropriate to the population(s) served in the local service area.

## 10. Life Safety

- a. Life Safety Code. A PRCR must comply with the most recent edition of the National Fire Protection Association's Life Safety Code (NFPA 101) as adopted by the State Fire Marshal, or with the International Fire Code. Determination of the specific code to be applied is determined by the local fire authorities having jurisdiction.
- b. Local Fire Code. A PRCR must be classified as to type of occupancy and incorporate all life safety protections set forth in the applicable code.
- c. Code Compliance. A PRCR must maintain continuous compliance with the life safety requirements set forth in the applicable chapters of the code.
- d. Emergency Evacuation Plan. The LMHA or LBHA must have in effect, and available to all supervisory personnel, written copies of a plan for the protection of all Guests in the event of fire and for their remaining in place, for their evacuation to areas of refuge, and from the building when necessary.
  - i. The plan must:
    - (1) Include special Peer Staff actions including fire protection procedures needed to ensure the safety of any resident;
    - (2) Include special staff actions including fire protection procedures needed to ensure the safety of any individual;
    - (3) Be amended or revised when needed;
    - (4) Be readily available at all times within the facility; and
    - (5) Require documentation that reflects the current evacuation capabilities of the individuals
  - ii. All Peer Staff must be periodically instructed and kept informed with respect to their duties and responsibilities under the plan.

- iii. The facility must conduct emergency evacuation drills quarterly and calculate evacuation scores in accordance with the fire code under which the facility is inspected.
- e. Disaster Plan.
  - i. The LMHA or LBHA must have in effect and available to all supervisory personnel copies of written protocols and instructions for disasters and other emergencies, per 26 TAC, Chapter 301, Subchapter G, §301.312 (relating to Environment of Care and Safety).
  - ii. The written disaster plan must address, at a minimum, eight core functions:
    - (1) Direction and control;
    - (2) Warning;
    - (3) Communication;
    - (4) Sheltering arrangements;
    - (5) Evacuation;
    - (6) Transportation;
    - (7) Health and medical needs; and
    - (8) Resource management.
  - iii. The written disaster plan must include processes for identifying and assisting individuals who have mobility limitations, or other special needs, who may require specialized assistance within the respite facility or during facility evacuation.
- f. Recorded Inspections.
  - i. The PRCR facilities must provide a safe environment, participate in required inspections, and keep a current file of reports and other documentation to demonstrate compliance with applicable laws and regulations. Files and records that record annual or quarterly or other periodic inspections must be signed and dated.
  - ii. The following initial and annual inspections are required and must be kept on file:
    - (1) Local Fire safety inspections as outlined in 6.g., below;
    - (2) Alarm system inspection by the fire marshal or an inspector authorized to install and inspect alarm systems;
    - (3) Annual kitchen inspection by the local health authority, if applicable;
    - (4) Fire extinguisher inspection and maintenance by personnel licensed or certified to perform the inspection; and
    - (5) Liquefied petroleum gas systems inspection by an inspector certified by the Texas Railroad Commission.
- g. Fire Safety Inspections.
  - i. Initial and ongoing inspections for compliance with the applicable code must be conducted by a fire safety inspector certified by the Texas Commission on Fire Protection or by the State Fire Marshal's Office.
  - ii. The PRCR is responsible for arranging required inspections and ensuring that inspections are carried out in a timely manner.



- iii. The initial and ongoing fire safety reports must be signed by the certified inspector performing the inspection.
- iv. These reports must be kept on file and be readily available for review by the HHSC.
- v. All fires causing damage to the crisis residential unit or to equipment must be reported to the HHSC Contract Manager within 72 hours. Any fire causing injury or death must be reported to the HHSC Contract Manager immediately. Report must be made by telephone during normal business hours and by telephone call and e-mail during other times, with a follow-up telephone call to the Contract Manager on the first business day following the event.
- vi. Open flame heating devices are prohibited. All fuel burning heating devices must be vented. Working fireplaces are acceptable if of safe design and construction and if screened or otherwise enclosed.
- h. Correction Plan. If the Certified Fire Inspector finds that the facility does not comply with one or more requirements set forth in the applicable fire code, facility staff must take immediate corrective action to bring the facility into compliance with the applicable code.
  - i. The facility must have on file a date for a return inspection by the Certified Fire Inspector to review the corrective actions.
  - ii. The facility must have on file documentation by the Certified Fire Inspector that all findings have been corrected and that the facility is in full compliance with all applicable codes.
  - iii. During the period of corrective action, the facility must take any steps necessary to ensure the health and safety of individuals residing in the facility during the time repairs or corrections are being completed.
- i. Newly Operational Facilities. If the facility has been in operation for less than one year, the documentation of compliance with the applicable fire code may be completed and signed by an architect licensed to practice in Texas. Such certification must be based on the architect's inspection of the facility completed after (or immediately prior to) the commencement of operation as a crisis residential facility.
- j. Pre-operational facility requirements. Any newly constructed or renovated or remodeled unlicensed crisis residential facility must receive a preoperational on-site review by HHSC QM before being open to the public to provide crisis residential services. If the facility has been remodeled or renovated, the inspection by the architect must have been conducted after the remodeling or renovation was completed and before the facility opens to the public to provide services.
- k. Evacuation Plan. All facilities must post emergency evacuation floor plans.
- l. Individual Safety. The administrator of each facility must ensure that:
  - i. All Peer staff are oriented and educated about the importance of the use of environmental safety checks in preventing injury or death of an individual;

- ii. Systematic environmental safety checks are routinely performed for eliminating environmental factors that could contribute to the attempted suicide, or suicide, of an individual, or harm to a staff member;
- iii. Individual bedrooms, bathrooms and other private or unsupervised areas must be free of materials that could be utilized by an individual to attempt, or to die by suicide, or to harm or kill others, such as, but are not limited to:
  - (1) Ropes;
  - (2) Cords (including window blind cords);
  - (3) Sharp objects;
  - (4) Substances that could be harmful if ingested; and
  - (5) Extended ceiling fans.
- iv. Individual bedrooms, bathrooms and other private or unsupervised areas must contain:
  - (1) Break-away curtains; and
  - (2) Breakaway or collapsible rods or bars in wardrobes, lockers, bathrooms, windows, and closets.
- m. Vehicle Safety.
  - i. All vehicles used to transport individuals must be maintained in safe driving condition, in accordance with 37 TAC Chapter 23, Subchapter D (relating to Vehicle Inspection Items, Procedures, and Requirements)
  - ii. Any vehicle used to transport an individual must have appropriate insurance.
  - iii. Every vehicle used for individual transportation must have an easily accessible fully stocked first aid kit and an A:B:C type fire extinguisher.
- n. Additional Safety Standards for Children and Adolescents. Respite services providers must adhere to additional safety standards listed in 26 TAC Chapter 748, Subchapter O (relating to Safety and Emergency Practices) and transportation safety standards listed in 26 TAC Chapter 748, Subchapter R, Division 2 (relating to Safety Restraints) when child and adolescent crisis respite services provided in general residential operations.

## 11. Infection Control

- a. Infection Control.
  - i. A PRCR must establish and maintain an infection control policy and procedure designated to provide a safe, sanitary, and comfortable environment and to help prevent the development and transmission of disease and infection.
  - ii. A PRCR must comply with departmental rules regarding special waste in 25 TAC Chapter 1, Subchapter K (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-related Facilities).
  - iii. A PRCR must have written policies for the control of communicable disease in employees and individuals, which includes tuberculosis (TB) screening and provision of a safe and sanitary environment for individuals and employees.
- b. TB Reporting Requirement. The PRCR must maintain evidence of

compliance with local and/or state health codes or ordinances regarding employee and individual health status.

- i. Individuals. The name of any individual of a PRCR program with a reportable disease as specified in 25 TAC Chapter 97, Subchapter A (relating to Control of Communicable Diseases) must be reported immediately to the city health officer, county health officer, or health unit director having jurisdiction and appropriate infection control procedures must be implemented as directed by the local health authority.
  - (1) All individuals must be screened upon admission and after exposure to TB and provided follow-up as needed.
  - (2) HHSC will provide TB screening questionnaire for admissionscreening: <https://www.dshs.texas.gov/idcu/disease/tb/forms/pdfs/TB-810.pdf>
- ii. Peer Staff. If staff contract a communicable disease that is transmissible to individuals through food handling or direct individual care, the employee must be excluded from providing these services as long as a period of communicability is present.
  - (1) The PRCR must screen and test all employees for TB within two weeks of employment and annually, according to Centers for Disease Control and Prevention's (CDC) *Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings*.
  - (2) All persons who provide services under an outside resource contract must, upon request of the PRCR, provide evidence of compliance with this requirement.
- c. Universal Precautions. Peer staff who handle, store, process and transport linens must do so in a manner that prevents the spread of infection.
  - i. Universal precautions must be used in the care of all individuals.
  - ii. First Aid Kits must be sufficient for the number of Guests served at the PRCR.
    - (1) Gloves must be immediately accessible to Peer staff.
    - (2) One-way, CPR masks must be immediately available to all Peer staff.
    - (3) Spill Kits must be immediately accessible to all Peer staff.
  - iii. Sharps containers must be puncture resistant, leak proof and labeled.
    - (1) Sharps containers must not be overfilled.
    - (2) Needles in the sharps containers must not be capped or bent.
  - iv. Disinfectants and externals must be separated from internals and injectables.
    - (1) Medications requiring special climatic conditions (e.g. refrigeration, darkness, tight seal, etc.) must be stored properly.
    - (2) The refrigerator must have a thermometer.
    - (3) Recorded refrigerator temperatures must be maintained between 36 and 46 degrees Fahrenheit, in accordance with 22 TAC §291.15 (related to Storage of Drugs).
  - v. Running water or dry-wash disinfectant must be available to staff where sinks are not easily available.
  - vi. Peer staff must demonstrate ability to accurately describe the policy for handling a full sharps container.

- (1) Particulate masks (surgical masks) must be available to staff and individuals at high risk for exposure to TB.
- (2) Peer staff must be able to describe the actions to take if exposed to blood or body fluids.
- (3) Peer staff must be able to describe how to clean a blood or body-fluid spill.
- (4) Peer staff must be able to direct QM reviewer to all protective equipment.
- vii. Poison Control phone numbers must be posted throughout the facility and information regarding Emergency Medical Treatment for Poisoning must be available to staff.
- viii. All medical materials must be properly stored on shelves or in cabinets that must be correctly labeled.
- d. Animal Safety. Animals housed at the facility or visiting the facility must be properly vaccinated and supervised.

## 12. Medication Management

It is outside the scope of peer specialist services to provide medication services or to administer prescription or over-the-counter medications. The Program Manager must develop and implement written procedures for Guest medication storage, administration, documentation, controlled substances, inventory, and disposal in accordance with 26 TAC §301.355 (relating to Medication Services).

- a. Self-Administration of Medication.
  - i. If taking prescription medication(s), the Guest is responsible for taking these as prescribed, without direction or assistance. Individuals may independently transfer their own medications from a bottle to a daily medication reminder.
  - ii. The clinical service of medication management is not offered by PRCR Peer Staff, although Peer Staff can assist Guests with accessing Medication assistance in the community by referring Guests to appropriate medical personnel and services. Once an individual is a Guest at the PRCR, any new prescriptions, or refills, brought to the facility must be presented to Peer Staff to document.
- b. Medication Storage.
  - i. All Guest medications must be securely stored in a double-locked space.
  - ii. Medications that require special conditions such as refrigeration, darkness, and tight seal, must be stored appropriately.
  - iii. A separate refrigerator must be available to store medications.
- c. Climate Controlled Medications.
  - i. The PRCR must maintain a record indicating that Peer Staff regularly checks the temperature in the refrigerator.
  - ii. Refrigerators used to store medications must be kept neat, clean and free of non-pharmacy and non-medical items.
- d. Labelling Medications.

- i. A Guest's prescription medication(s) must be contained in a properly labeled, original medication container. The medication container must include a clear and legible label. Labels must contain:
  - (1) Name of pharmacy;
  - (2) Name of Guest;
  - (3) Name of prescribing physician;
  - (4) Date prescription was dispensed;
  - (5) Instructions for use of medication;
  - (6) Name of medication;
  - (7) Side effects and adverse reactions to medications;
  - (8) Use of psychotropic medication;
  - (9) Strength of medication;
  - (10) Combination medications without a brand name must list principal active ingredient; and
  - (11) Any special handling instructions for medication.
- ii. The PRCR must ensure there are no expired, recalled, deteriorated, broken, contaminated or mislabeled drugs present.
- iii. Medication labels must not be handwritten or changed.
- iv. The PRCR must ensure that Peer Staff members have readily available access to a hardcopy or digital format of a medication guide (such as the Physician's Desk Reference (PDR) or similar publication) in a version that is no more than two years old for non-clinical reference purposes only.
- e. Controlled Substances. An inventory of controlled substances must include:
  - i. Whether the inventory was taken at the beginning or close of business;
  - ii. Name of controlled of substances;
  - iii. Each finished form of the substances;
  - iv. The number of dosage units of each finished form in the commercial container;
  - v. The number of commercial containers of each finished form; and
  - vi. Controlled substances must be stored under double locks.

### 13. Food Preparation and Food Services

When crisis respite services are provided in a free-standing facility, the facility is exempt from the requirement to obtain Health Department inspections and certifications.

- a. Kitchen Standards.
  - i. If providing nutrition services, the kitchen or dietary area must meet the general food service needs of the Guests.
  - ii. Kitchen or dietary area must include provisions for the storage, refrigeration, preparation, and serving of food, for dish and utensil cleaning, and for refuse storage and removal.
  - iii. Food may be prepared off-site or in a separate building provided that the food is served at the proper temperature and transported in a sanitary

manner.

- iv. All facilities must provide a means for washing and sanitizing dishes and cooking utensils must be provided.
- v. The kitchen must contain a multi-compartment pot sink large enough to immerse pots and pans, cookware and dishes used in the facility, and a mechanical dishwasher for washing and sanitizing dishes.
- vi. Soiled and clean dish areas must be separated and maintained for drying in a manner that promotes air flow.
- vii. All poisonous or hazardous materials such as cleaning supplies will be housed in cabinet separate from those cabinets containing food items
- b. Meal Preparation. Peer Staff must not prepare meals for Guests, in accordance with the evidence-based Peer Support model of care.
- c. Food Supplies. The PRCR must ensure:
  - i. a variety of foods are available to allow individuals to have a choice of foods to prepare for each meal;
  - ii. the foods available are nutritious and well balanced, in accordance with the most recent version of the United States Department of Agriculture's guidelines, and accommodate individual kosher dietary needs or other related dietary practice to the extent possible;  
The PRCR must encourage Guests to bring food that is part of each Guests' wellness and recovery plan.
- d. Availability. Food and beverage must be available to accommodate Guests who enter the facility after developed meal times.
- e. Food Storage.
  - i. In all facilities, supplies of staple foods for a minimum of a four-day period and perishable foods for a minimum of a one-day period must be maintained on premises. Food subject to spoilage must be dated.
  - ii. Thermometers will be in all refrigerators to ensure temperature remains at settings recommended by manufacturer.