



REQUEST FOR PROPOSAL

PHARMACY SERVICES

RFP 27-001

**BIDS DUE NOVEMBER 12, 2026
AT 2:00 PM**

**MHMR OF TARRANT COUNTY ("MHMR")
PROCUREMENT SERVICES
3840 HULEN STREET, SUITE 106
FORT WORTH, TEXAS 76107**

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1. COMPANY OVERVIEW

My Health My Resources of Tarrant County (“MHMR”) is a community center, a local mental health authority (“LMHA”), a local behavioral health authority (“LBHA”), a local intellectual and developmental disability authority (“LIDDA”), and a unit of local government as defined by chapters 533 and 534 of the Texas Health and Safety Code. MHMR has provided mental health and intellectual and development disability services in Tarrant County since its inception in 1969.

Initially operating as a small community center offering only mental health and IDD services, MHMR has expanded over the years both in growth and services, now providing services at locations and serving more than 75,000 people annually throughout Tarrant and surrounding counties. Our 2,000 employees include psychiatrists, nurses, social workers, therapists, teachers, case managers, dieticians, professionals, direct care and many others. All are committed to providing person-centered care. MHMR is the second largest community center in Texas, offering services in the following areas:

- Mental Health
- Intellectual and Developmental Disabilities
- Substance Use Disorder
- Child and Family Services
- Early Childhood Intervention (ECI)
- Criminal Justice Support
- Veterans
- Homelessness

MHMR is a Certified Community Behavioral Health Clinic (CCBHC). The CCBHC model is designed to deliver whole-person care through care coordination of integrated, evidence-based behavioral health services and primary care screenings.

As a result of MHMR’s commitment to improve our care quality, MHMR is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). This accreditation formally recognizes that an organization is guided by internationally recognized service standards and best practices.

MHMR invites qualified vendors hereafter referred to as “Applicant,” “Bidder,” “Contractor,” “Proposer,” “Respondent,” “Supplier,” or “Vendor” to submit a proposal for PHARMACY SERVICES, to include RFP 27-001.

2. TIMELINE OF EVENTS AND DEADLINES

The proposed schedule below is tentative and is subject to change throughout the procurement process by MHMR.

Solicitation Packet Issue Date	Friday, September 25, 2026
Deadline To Submit Questions	Thursday, October 8, 2026 at 12:00PM
Deadline to Respond to Questions	Thursday, October 15, 2026 at 4:00 P.M.
Deadline for Submission of RFP	Thursday, November 12, 2026 at 2:00 P.M.
Anticipated Award Date	Contingent upon Committee and/or Board Approval

NOTICE: THE COPY OF COMPLETED PROPOSAL MUST BE RECEIVED IN THE PURCHASING DEPARTMENT AT 3840 HULEN STREET, SUITE 106 FORT WORTH, TEXAS 76107 ON OR BEFORE 2:00 P.M., NOVEMBER 12, 2026.

3. SUBMISSION GUIDELINES AND PROPOSAL FORMAT

3.1 Standard Submission Guidelines

Bidder shall follow MHMR's Standard Submission Guidelines, located at <https://mhmrarrant.org/wp-content/uploads/Submission-Guidelines.pdf>, the terms of which are hereby incorporated into this RFP. To the extent the terms of this RFP conflict with the Standard Submission Guidelines, this RFP controls.

3.2 Proposal Checklist

Bidder may refer to the checklist below to confirm that the required documents are included in its Proposal.

- ☐ Tab 1—Introductory Letter (Standard Submission Guidelines, Section 21, page 6)
 - ☐ Tab 2—Executive Summary (Standard Submission Guidelines, Section 21, page 6)
 - ☐ Tab 3—Bidder's background information (Standard Submission Guidelines, Section 21, pages 6–7)
 - ☐ Texas State Board of Pharmacy license (Section 4.2.B)
 - ☐ Tab 4—Financial Consideration (Standard Submission Guidelines, Section 21, page 7)
 - ☐ Tab 5—Required Submission Forms (Standard Submission Guidelines, Section 21, page 7)
 - ☐ All forms other than Pricing Sheet (see Tab 8 below), Section 7
 - ☐ Tab 6—Scope (Standard Submission Guidelines, Section 21, pages 7–8)
 - ☐ EHR integration considerations, Section 4.2.A
 - ☐ Read/review compliance plan, Section 4.2.C.3
 - ☐ Service Model addressing components of Section 4.3
 - ☐ PAP Plan, Section 4.3.A.19
 - ☐ Sample Reports, Section 4.4.A.2
 - ☐ Work Plan, Section 4.6
 - ☐ Statement of Qualifications, Section 4.8
 - ☐ Tab 7—Descriptive Literature (Standard Submission Guidelines, Section 21, page 8)
 - ☐ Tab 8—Pricing and Delivery (Standard Submission Guidelines, Section 21, page 8)
 - ☐ Completed Pricing Sheet, Section 7
 - ☐ Bid Submission
 - ☐ Bid is submitted electronically following the requirements at Public Purchase, <https://mhmrarrant.org/bids-and-rfps/>.
- OR**
- ☐ Bid is submitted in paper format with electronic copy (flash drive), addressed to MHMR PURCHASING, 3840 HULEN STREET, SUITE 106, FORT WORTH, TX 76107 and titled with RFP 27-001 PHARMACY SERVICES DO NOT OPEN UNTIL THURSDAY, NOVEMBER 12, 2026 AT 2:00PM.

This checklist is provided for convenience only, Bidder is still responsible for reviewing all solicitation documents, requirements, and terms to confirm that all required items are included. Failure of MHMR to include or specify an item in this checklist shall not be considered in Bidder's error to include information or attachments in its Proposal.

4. PROPOSAL TERMS AND CONDITIONS, AND SPECIFICATIONS

4.1 MHMR Standard Terms and Uniform Assurances

By submitting a bid with MHMR, Bidder agrees that it has reviewed, understands, and agrees to MHMR's standard documents, including its Standard Terms and Conditions, available at <https://mhmrarrant.org/wp-content/uploads/Standard-Terms-and-Conditions.pdf> and Uniform Assurances, available at https://mhmrarrant.org/wp-content/uploads/Uniform-Assurances_.pdf, the contents of which are hereby incorporated into this RFP.

Any departures from MHMR's standard documents must be denoted in the Bidder's deviations.

4.2 Scope of Services

MHMR is accepting proposals for Pharmacy Services. All proposals submitted must specifically address each element and requirement listed throughout this RFP. Additionally, clarifying information is required for all exceptions, deviations, or alternatives provided the proposals.

A. Background

MHMR is seeking responses from qualified pharmacies to dispense prescription medications in accordance with Texas State Board of Pharmacy rules and regulations and applicable law on-site at various MHMR locations. The intent of this RFP is to increase medication adherence for behavioral health patients at no additional cost to the patient and support MHMR's functions to improve patient outcomes.

Pharmacy services model shall include, but is not limited to, medication management; medication delivery; staff consultations; on-site staffing; remote administrative services; inventory management; utilization review; reporting; customer service; and assistance with administrative tasks related to pharmacy and patient medication management. To the extent practicable, pharmacy services model shall address integration with MHMR's Electronic Health Record ("EHR"). In any event, the model shall address how Respondent anticipates the collection of information from MHMR, how it assimilates and stores data in its own system, and how it will deliver data back to MHMR to ensure a closed loop system, preferably in a machine-readable format compatible with MHMR's EHR. Reporting capabilities shall include all the relevant data points as outlined in this RFP.

The selected pharmacy will oversee, administer, and manage the Pharmaceutical Assistance Program (PAP) and any rebate program that will benefit MHMR patients.

MHMR may award all the services outlined in this RFP to a single qualified pharmacy provider or may evaluate and award select services to multiple qualified pharmacy providers, contingent on evaluation of best value to the Agency. The preferred Respondent shall be able to provide all the services specified within this RFP. MHMR reserves the right to negotiate all fees with any pharmacies whose proposed fees fall outside the range of

other proposals, in order to secure a fair and reasonable price.

The estimated volume of MHMR's current utilization is:

Fiscal Year	Pharmacy Expenditures	Number of Prescriptions
FY24	1.3M	92,445
FY25	1.4M	91,122

B. Qualifications

Responding pharmacies must be licensed by the Texas State Board of Pharmacy. Staff performing services under this RFP and resulting Contract must be properly licensed for the scope of work being performed, in accordance with applicable law. Pharmacy shall be a participant in the Risk Evaluation and Mitigation Strategies (REMS) as set forth by the Federal Drug Administration or any successor registry or program.

Responding pharmacies shall demonstrate

- Knowledge of MHMR's mission;
- Experience working with MHMR patients or similar populations;
- Experience working in the behavioral health community;
- Experience providing various auxiliary value-added services as described in this RFP;
- Experience and familiarity working with Medicaid programs including STAR, STAR + PLUS, STAR Kids, and CHIP;
- Experience and familiarity working with Medicare and Medicare Advantage; and
- Capabilities sufficient to satisfy the terms of this RFP.

C. General Service Requirements

- C.1. All pharmaceuticals, chemicals and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether or not this is specifically described in the proposal. In cases of multi-source drug products, manufacturers must be approved by the Food and Drug Administration (FDA) as well as their drug products and listed in the therapeutic equivalence evaluations publication.
- C.2. Pharmacy and staff shall adhere to the rules and regulations of the Texas State Board of Pharmacy, the applicable rules and regulations set forth by the Drug Enforcement Administration, and applicable law.
- C.3. Respondent represents and warrants that it has received, read and understood the MHMR Compliance Plan, attached as Exhibit 1. Respondent further represents and warrants that it agrees to abide by the principles contained in the Compliance Plan, including its responsibility to report any known or suspected violation of the Plan.
- C.4. Respondent agrees and acknowledges that in receiving, storing, possessing, or otherwise dealing with client information, if any, access or generated during

services as a Respondent for Agency, that Respondent and its officers, employees, and agents are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information, as found in the Health Insurance Portability and Accountability Act (HIPAA), 421 U.S.C. § 1320d *et. Seq.* and the Federal Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R., Parts 160 and 164; Texas Administrative Code Title 26, Chapter 334, and other state and or federal regulations protecting the confidentiality of this information.

In addition, Respondent agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or substance use disorder, Respondent, its officers, employees, and agents are bound by the provisions of 42 C.F.R. Part 2.

- C.5. Respondent agrees to follow, undertake, or institute appropriate procedures of safeguarding patient information, if any, with particular reference to patient identifying information. The term “patient identifying information” includes, but is not limited to, a patient’s medical record, graphs, or charts; statements made by the patient, either orally or in writing, while receiving services; photographs, videotapes, etc. and any acknowledgement that a person is or has been a patient of the facility, center, or other designated provider. Data systems or equipment must be configured to sufficiently safeguard patient identifying information, in accordance with all applicable privacy standards and, as applicable, MHMR technological requirements.
- C.6. Respondent agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to patients except as expressly stated in applicable laws, rules, or regulations. Respondent agrees to inform MHMR of any attempts to gain access to patient information.
- C.7. Respondent shall ensure, in coordination with MHMR as applicable, that facilities meet federal, state, and local requirements, including but not necessarily limited to, building, health, fire and safety codes. Documentation of compliance shall be kept in centrally located files of the Respondent. The environment shall be safe and free from hazards and appropriate safeguards shall exist with regard to potentially hazardous equipment.

D. Confidentiality

For confidentiality purposes, only pharmacy personnel and when appropriate, data entry personnel, will have access to information regarding whether a customer is a patient at MHMR, and there will be no overt designation that an individual is a patient.

4.3 Statement of Work

Successful Respondents shall address the below Specifications for Service and Medication Delivery Components, to include all six service components: A. On-Site Pharmacy; B. Intermediate Care Facility Pharmacy Services; C. Remote Service Delivery Methods; D. Inventory Management Services; E. Pharmacy Business Management Services, and F. Clinical Services.

A. On-Site Pharmacy

Respondent shall demonstrate ability to provide a full-service in-house pharmacy to MHMR patients in a seamless, comprehensive, on-site pharmacy system, to be located across various MHMR locations (see Exhibit 2). To the extent that the space needs to be renovated or updated to comply with pharmacy standards, such renovations are to be the sole responsibility of Respondent. Respondent shall enter into lease or sub-lease agreements, as applicable, for the space with MHMR. Sub-lease agreements may be subject to the approval of a Landlord. All leases and sub-leases shall be priced at fair market value.

Services for the On-Site Pharmacy shall include the following:

- A.1. For MHMR prescribed medications:
 - i Respondent will bill the patient's pharmacy benefit when the client has Medicaid, Medicare, insurance or other payer, collecting any co-pays or other fees due by the patient, in accordance with patient's benefit plan.
 - ii For eligible patients without a pharmacy benefit, MHMR shall provide payment.
- A.2. For non-MHMR prescribed medications:
 - i Respondent will bill the patient's pharmacy benefit.
 - ii There is no MHMR subsidy for prescriptions ordered outside of MHMR. Patient is solely responsible for the cost of the prescription, unless otherwise approved by an authorized representative of MHMR in writing.
- A.3. For patients with Medicaid, Medicaid Managed Care, Medicare part D or third-party insurance who utilize the Pharmacy, Pharmacy will bill the appropriate party, and will interface with community providers and MHMR providers to maximize the availability of medications to those individuals.
- A.4. Pharmacy will fill prescriptions to the full quantity of months allowed by Medicaid as ordered by providers.
- A.5. Medication orders delivered, phoned or faxed from MHMR locations by 5:00 p.m. must be filled and fulfilled the following workday.
- A.6. Pharmacy shall separate and dispense prescriptions in one, two, three, or four-week supply or any other pre-filled pill organizer arrangement as ordered by MHMR provider.
- A.7. All prescriptions will be filled with acceptable generic product unless a generic is not available. Only *AA or **AB rated generic substitutes are acceptable; however, MHMR is open to medical and pharmaceutical consideration, in consultation with MHMR.
- A.8. Utilize a quality improvement program which addresses medication dispensing errors and adverse medication reactions.

- A.9. Utilize an electronic prescribing system.
- A.10. Have a Pharmacist and Pharmacy technician(s) available during regular business hours as a consultant to patients, physicians, MAs, RNs and other MHMR staff regarding medications, side effects, and food/drug interactions and to provide written medication education materials to patients.
- A.11. Provide Pharmacy's phone line and generic email address. To the extent Pharmacy has toll-free telephone and fax lines, provide such lines to MHMR.
- A.12. Pharmacy will not charge the MHMR for postage and delivery costs of medication unless expressly approved by MHMR in writing. If, in accordance with applicable Pharmacy rules and regulations, a Pharmacy anticipates delivery charges to a patient that are not covered by a patient's insurance, Pharmacy shall notify MHMR.
- A.13. Must provide delivery/mail options including overnight delivery directly to the patients at MHMR locations, their residence, or temporary location such as a shelter.
- A.14. Respondent is responsible for ensuring that where a patient address lists MHMR's administrative address that pharmaceuticals are not mailed to the listed address but should be re-routed to Respondent's main on-site pharmacy location upon award. MHMR may withhold from Respondent payments the cost of shipping fees paid by MHMR related to the return of medications mailed as a result of a violation of this provision.
- A.15. To the extent that medications shipped are lost in the mail or otherwise unable to be delivered, Respondent shall assume all costs related to re-shipment. To the extent that an address is incorrectly provided at the fault of MHMR or an MHMR patient, this provision shall be inapplicable.
- A.16. Preference shall be given to a Respondent who can provide direct delivery of medications across Tarrant County, and with signature required, as applicable.
- A.17. Ability to ship/deliver medications requiring refrigeration in special containers with dry ice, clearly marked for required refrigeration.
- A.18. Pharmacy will utilize an electronic mechanism to distinguish patients for whom MHMR will be paying from those with third-party billing benefits and will be able to provide MHMR with accurate reporting regarding same.
- A.19. Pharmacy will participate, manage and administer all aspects of the Patient's Assistance Program / Physician's Assistance Program (PAP) through the Pharmaceutical companies and shall submit, as part of its Proposal, a PAP Plan. Respondent needs to present a solution/plan for handling the program for patients in multiple locations. The pharmacy will need to provide all aspects of the PAP

medications process, including the request, order, receipt and inventory of medications.

- i Plan should address identifying prescribed medications eligible for PAP;
- ii Plan should address how it identifies patients with eligible medications; facilitates PAP applications; and communicates with MHMR.
- iii Reports related to PAP eligibility shall be submitted to MHMR on a weekly basis.
- iv The successful Respondent may be eligible to receive a rebate on PAP eligible prescriptions. Preference will be given to a Respondent that can clearly identify how it will generate reports and maximize PAP utilization.

- A.20. Respondent shall, immediately upon discovery, advise MHMR of any defective product/recall information and identify and provide to MHMR a list of patients impacted.
- A.21. Ability to credit and rebill medications as deemed available by carrier source.
- A.22. Respondent shall maintain drug inventory and provide reports as requested by MHMR. Respondent must provide a unit price showing each component as attached on Proposal Pricing page (AWP Price, Minus Discount, Plus Dispensing Fee, MAC & Total Price) for each pharmaceutical listed on pricing page and submit this with Proposal.
- A.23. Respondent shall ensure that all Medication is labeled in accordance with Federal, Texas State Law and the Texas Board of Pharmacy regulations.
- A.24. Respondent shall keep appropriate records on all Medication ordered by the MHMR and provide MHMR reports as requested.
- A.25. Respondent shall maintain computerized patient profiles.
- A.26. Respondent shall provide full credit for any and all Medications that are not picked up by or deliver to patient.
- A.27. Respondent shall accept personal medications for destruction when returned to the Pharmacy by MHMR patients and treatment providers.
- A.28. Respondent shall dispense medications in blister packaging for clients in MHMR residential and crisis programs.
- A.29. Respondent shall dispense liquid/dissolvable psychotropic medication when required.
- A.30. Respondent shall dispense long-acting injectable medications, such as Haldol® Decanoate and Risperdal® Consta, and other long-acting injectables as required.

- A.31. Respondent shall provide support to patients with refill synchronization and reminder calls.

B. Intermediate Care Facility (ICF) Pharmacy Services

In addition to the obligations provided under Section A, On-Site Pharmacy Services, Respondent shall:

- B.1. Be responsible for the Quarterly Review of each individual in their designated facilities. The Review, to be consistent with applicable standards, will include, but not necessarily be limited to:
- i Verifying current physician's orders are present in chart.
 - ii Verifying that the medications received agree with the physician's orders.
 - iii Checking the expiration date on each medication.
 - iv Reviewing records as to any adverse drug reaction.
 - v Verifying that prescribed lab work is up to date.
 - vi Reviewing records as to any adverse reaction with food to drug.
 - vii Checking eMAR to verify that drug was taken by individual.
 - viii Checking house stock for expiration date and replenishing supply.
 - ix Checking for concurrent use of potentially interacting medication.
 - x Checking for use of duplication therapy.
 - xi Checking the indicators against the patient's charts for any irregularities.
 - xii Submitting written report identifying any discrepancies within 24 hours of completion of the Quarterly Review to the applicable MHMR contact.

Review may be provided via a consultant pharmacist, provided consultant pharmacist meets all standard qualifications.

- B.2. Deliver the required Medicaid Waiver Home and Community Based Services in compliance with the Patient Principles for Evidentiary Certification.
- B.3. Provide MHMR 24-hour access to ICF Pharmacy services.
- B.4. Deliver medications to MHMR's ICF Homes (preferred).
- B.5. Respondent will review medications and bill the most expensive to Medicaid; cycle billing when allowable.
- B.6. MHMR will reimburse Respondent for medications not covered by Medicaid and Medicare, as authorized by MHMR.
- B.7. Respondent will provide over-the-counter medications at a reasonable and fair market price.

C. Remote Services Delivery Methods

Ability to provide remote services to MHMR patients in a seamless comprehensive manner to all MHMR Center locations. Service Delivery to Remote Center Locations shall include the following components:

- C.1. Proposed method of delivery and provide medications to patients that are serviced in locations other than the location of the on-site pharmacy
- C.2. Proposed plan/method to deliver and provide medications to patients that are homeless.
- C.3. Proposed plan/method to deliver and provide medications to patients that are difficult to locate.
- C.4. Proposed plan/method to deliver and provide medications to patients with transportation challenges.

D. Inventory Management Services

Respondent will be responsible to administer and manage the inventory; however, MHMR Chief Medical Officer will establish the formulary and will be able amend the formulary from time to time as needed. Currently, the formulary that is approved by MHMR Chief Medical Officer is the HHS Psychiatric Drug Formulary, available at <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/facilities-regulation/psychiatric/psychiatric-drug-formulary.pdf>.

E. Pharmacy Business Management (PBM) Services

Respondent shall be responsible for administering PBM services, and shall:

- E.1. Provide a dedicated Account Executive to oversee and manage this account with a minimum of 7 years of experience managing and overseeing Behavioral Health Care Accounts through the pharmacy or PBM.
- E.2. Attend quarterly meetings with management to review reports, issues, concerns, drug utilization, trends, and review recommendations to assist with cost containment and center management of medications. Please attach sample reports that Respondent will be able to provide including, but not limited to, reports based on class of medication and date filled.
- E.3. Attend quarterly meetings with MHMR Medical Leaderships and provide utilization trends, habits, cost savings recommendations, as well as provide answers to questions.
- E.4. Develop and implement MHMR specific plan specifications, including but not limited to: Formulary Management, Closed Physician Network, Drug restrictions, Custom Prior Authorization design, and Remote center specifications.
- E.5. Provide list of Pharmacies available for accessing the Retail Pharmacy Network.

F. Clinical Services

Respondent shall ensure the following:

- F.1. A registered pharmacist shall be available to the medical staff for consultation regarding all aspects of medication.
- F.2. Supplies and prescribed Medications are dispensed in 1 to 90-day supply and refills as prescribed.
- F.3. Enforce compliance with the established formulary through a predetermined process, to be finalized after contract award.
- F.4. Provide patient education regarding medication uses and interactions, healthy living and other related topics.
- F.5. Provide, when requested, in-service training to the MHMR Staff regarding, but not limited to, the following subjects: drug security, documentation and sanitation standards for medication administration; education on specific medication use and therapeutics; and medication management.
- F.6. Provide monitoring of medications including, but not limited to, Clozapine prescriptions.
- F.7. In consultation and with prior approval of MHMR Chief Medical Officer provide specific psychotropic formulary, with a prior authorization mechanism for obtaining non-formulary medications.

4.4 Mandatory Reporting/Meeting Requirements

A. Monthly Statistical Report

Respondent shall provide a monthly statistical report as follows:

- A.1. Respondent shall coordinate with MHMR to develop reports in a format compatible with MHMR's and Respondent's system that is manipulable, stratified, and provides individual, group, and aggregate data for MHMR patients. At a minimum, reports should be able to filter for (1) MHMR and non-MHMR prescribers and (2) On-site Pharmacy and ICF programs. For example:
 - i Reports that capture patients eligible for PAP;
 - ii Reports that distinguish patients by service and identify type and amount of medications prescribed;
 - iii Cost reports;
 - iv High risk medications being prescribed;
 - v Adherence reports;
 - vi Reports identifying MHMR prescriber trends.
- A.2. To the extent Respondent is able to pull sample reports containing the information listed in A.1 of this section through its current system, it should attach redacted sample reports to its Proposal.

B. Quarterly Meetings

- B.1. A pharmacist employed by the Respondent shall attend quarterly meetings and inspections/audits of the on-site pharmacy, if applicable, or other services for regulatory compliance, drug storage, and expiration date compliance, and pharmacy compliance.

C. EHR Exchange

- C.1. Respondent will work with MHMR regarding the exchange of information with MHMR's Electronic Health Record (EHR) and any database that the Respondent uses to collect information regarding medications.

D. Quality Assurance

- D.1. Respondent will utilize e-prescribing and other time and cost saving technologies to assist with the reporting of information about the services delivered.
- D.2. Respondent will perform comprehensive systems testing and quality assurance audits, with results reported to MHMR, prior to the "Go-Live" date at no additional cost.
- D.3. The Respondent shall provide and conduct a continuous monitoring system with the specific goals of improving quality of services and care provided. Medication error and omission shall be monitored and reported to MHMR quarterly.
- D.4. All incidents of medication interactions, allergic reactions, contradictions, and duplication of therapy shall be reported to MHMR's Medication Committee at quarterly Pharmacy Board Meeting and as needed.
- D.5. Respondent will work with the MHMR's Medical Leadership Team, to review, develop and help implement pharmacy related policies and procedures that will be in compliance with the Federal and State of Texas statutes as appropriate.

4.5 Invoicing**A. Monthly Invoice Required**

- A.1. A monthly invoice, delineated by program (On-site Pharmacy and ICF), to be delivered to Accounts Payable at Accounts.Payable@mhmrtc.org by MHMR location to include patient's names, ID/Case Number, date of service(s), name of medication, number of tablets/capsules/injections/liquids/sprays/volume dispensed, instructions, costs and credits (including amounts paid by third-party payers, as applicable). To the extent multiple services are awarded to a single vendor, reports must separate patients by service, to include On-Site Pharmacy and ICF.
- A.2. Electronic data in a manipulable Excel format shall also be provided with the report.

4.6 Work Plan

The Primary On-Site Pharmacy is to be located at 300 Pennsylvania Ave., Fort Worth, TX 76104.

As part of its Proposal, Respondent shall submit a Work Plan to include:

A. Discussion of RFP Requirements and Implementation

Work Plan shall include:

- A.1. Detailed discussion and illustrations of the Respondent's ability, commitment, and plan to meet the RFP requirements.
- A.2. Plan for coordination between MHMR, operationalizing for delivery of medications between MHMR locations
- A.3. Service Delivery Flow Chart with Preliminary layouts, sketches, diagrams, and/or other graphic representations.
- A.4. A continuity plan in the event of technological or other disruption and methods to coordinate with MHMR and provide seamless care.

B. Transition Considerations

Work Plan shall:

- B.1. Identify how it intends to transition services from MHMR's current Pharmacy to new Pharmacy in event of award.
- B.2. Address how Respondent intends to work with the current pharmacy, as applicable, to transition services.

C. Timeline

Work Plan shall:

- C.1. Address how Respondent anticipates plans to meet implementation deadline of September 1, 2027.
- C.2. Include detailed transition plan with timelines and goals for service delivery in order to begin Services no later than the timeframes specified.

D. Additional Required Components

Work Plan shall, as applicable:

- D.1. Acknowledge barriers to implementation, and a plan to surmount them.
- D.2. Identify E-prescribing abilities and steps to integrate into MHMR's EHR.
- D.3. Address the following:
 - i Incumbent coordination,

- ii No-disruption communication,
- iii Transition Risks,
- iv Contingency Planning,
- v Continuity of patient care,
- vi Medication access,
- vii Prescription fulfillment,
- viii Inventory,
- ix Data/reporting,
- x Billing,
- xi Staffing,
- xii Facility access,
- xiii Lease/sublease considerations,
- xiv Technology/EHR coordination,
- xv Patient communication, and
- xvi Implementation phases (including go-live testing, post-go-live stabilization) and timeline.

D.4. Work Plans will be evaluated based on ability to avoid service disruption and ensure transition is orderly, compliant, and patient-centered.

4.7 Treatment of the Issues

In this section, the proposer may comment on any aspect of the solicitation including suggestions for possible alternative approaches to the coverage, definition, development, and organization of the issues presented in this RFP and may propose alternative approaches.

4.8 Statement of Qualifications

A. Organizational and Staff Experience;

B. References and Financial Statements;

C. Personnel;

D. Staffing plan;

Note: The personnel named in the technical proposal will remain responsible throughout the term and any renewal of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by MHMR.

4.9 Basis of Award

A.1. Proposals received will be considered inclusive of the contract costs associated with providing services under contract.

A.2. Evaluation and award selection will be made by a panel consisting of Doctors, Registered Nurses, Management and Business Office staff.

- A.3. Awards shall be made on the basis of the evaluation criteria listed in this RFP.
- A.4. MHMR reserves the right to accept or reject any or all proposals. Further, MHMR reserves the right to delete any items from this RFP or resulting contract when deemed to be in the best interest of the patient and MHMR.
- A.5. MHMR will not be bound to act by any previous communication with bidders, other than this RFP and state law.
- A.6. Bids will be awarded in the best interest of Center and patients.
- A.7. MHMR may award all the services outlined in this RFP to a single qualified pharmacy provider or may evaluate and award select services to multiple qualified pharmacy providers, contingent on evaluation of best value to the Agency.
- A.8. Questions may be submitted to MHMR Purchasing at MHMR.Purchasing@mhmrtc.org.

4.10 Term of Contract

The initial term of this contract is for two (2) year(s), and will renew for six (6) one-year periods, if not terminated prior pursuant to the terms and conditions of the agreement. All renewals are subject to the terms and conditions set forth in the contract.

5. PROPOSAL EVALUATION PROCESS

Not all evaluation factors are equal in importance, and each factor is weighted in accordance with its importance to MHMR. Each item has been assessed a percentage upon which the final score will be determined. A total of one hundred percentage (100%) points for the following items will be considered a perfect score.

The following elements represent the evaluation criteria that will be considered during the evaluation process:

CRITERIA	MAXIMUM POINT
Overall Program Concept. • Proposal addresses all required components of RFP. • Indication that contractor has a well-defined concept and program structure for all components of service desired by MHMR. (Including equipment, availability, and start-up/transition time)	35
Project Management Methodology. • Indications of Project Management capabilities for large scale data center; focus on solution and timeline and achieve desired result. Detail of tasks, schedule, dependencies, duration, etc. • Staffing is appropriate for size and scope of project • Technological solutions and reporting capabilities are appropriate for size and scope of project	20
Financial Condition. • Include a copy of your latest annual report or other comparable documentation. As evidenced by the financial information requested of each contractor, indication that the contractor, or contractors, are financially stable and able to provide related services in its entirety.	10
History/Description of Pharmacy. • Provide a brief history and description of your firm. The description should include the size (number of employees) and areas of specialization.	5
Past Performance. • Past performance demonstrates support of MHMR's mission and goals of this RFP, prior work is of a similar scope and size, Bidder demonstrates clear past experience/expertise related to the services.	15
Cost. • Final cost may be negotiated with the successful Contractor.	15
FINAL MAXIMUM EVALUATION POINTS	100

6. BEST AND FINAL OFFER (BAFO)

MHMR reserves the right to return to the Offeror(s) remaining in the competitive range to request a BAFO proposal based on one or more components of the initial proposal. The BAFO request may warrant additional discussion. These criteria will be explained at the time best and final offers are requested. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best offer/proposal initially and not anticipate discussions to make their best offer/proposal.

7. MHMR'S REQUIRED SUBMISSION FORMS

PROPOSAL PRICING

List pricing offered

**Pricing will include Usual & Customary rate as a requirement:

Do you agree to this? Y / N

Central Fill Pharmacy:

Generic AWP Discount: _____

Generic Dispense Fee: _____

Generic MAC rate offered: Y / N

Provide MAC performance discount:

Retail Pharmacy Network:

Generic AWP Discount: _____

Generic Dispense Fee: _____

Generic MAC rate offered: Y / N

Provide MAC performance discount:

Other Fees: _____

Description of other fees (Include attachment of fees, if needed):

Generics (Top 15):

Drug description/Strength	MAIL Unit Price Proposed	RETAIL Unit Price Proposed	COMMENTS
BENZTROPINE MESYLATE 1MG			
BUSPIRONE 10 MG			
BUSPIRONE HCL 15 MG			
CLONIDINE HCL 0.1 MG			
DULOXETINE HCL 60 MG			
GABAPENTIN 300 MG			
HYDROXYZINE HCL 25 MG			
HYDROXYZINE PAMOATE 25 MG			
HYDROXYZINE PAMOATE 50 MG			
LITHIUM CARBONATE 300 MG			
PRAZOSIN HCL 1 MG			
SERTRALINE 50 MG			
SERTRALINE 100 MG			
TRAZODONE HYDROCHLORIDE 50 MG			
TRAZODONE HYDROCHLORIDE 100 MG			

**RFP 21-009 ON SITE PHARMACY SERVICES
PROPOSAL PRICING (Continued)**

List pricing offered

****Pricing will include Usual & Customary rate as a requirement:**

Do you agree to this? Y / N

Central Fill Pharmacy

Retail Pharmacy Network:

Brand AWP Discount: _____

Brand AWP Discount: _____

Brand Dispense Fee: _____

Brand Dispense Fee: _____

Other Fees: _____

Other Fees: _____

Description of other fees(Include attachment of fees, if needed):

Brands (Top 15):

Drug description/Strength	MAIL Unit Price Proposed	RETAIL Unit Price Proposed	Comment
ABILIFY 2 MG			
ABILIFY 5 MG			
ABILIFY 10 MG			
DEPAKOTE 500 MG			
DEPAKOTE ER 500 MG			
INVEGA SUSTENNA 234 MG			
LEXAPRO 10 MG			
LEXAPRO 20 MG			
PROZAC 20 MG			
SEROQUEL 100 MG			
TRILEPTAL 300 MG			
VISTARIL 25 MG			
WELLBUTRIN XL 150 MG			
ZOLOFT 50 MG			
ZOLOFT 100MG			

PAP Dispensing Fee: _____

PAP Admin Fee: _____

**ACKNOWLEDGEMENT
RFP 27-001 PHARMACY SERVICES**

MHMR 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 CONTRACTOR, OR AS OTHERWISE STATED IN THIS PROPOSAL.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR 120 CALENDAR DAYS AFTER THE PROPOSAL OPENING DATE.

BY RETURNING THIS PROPOSAL COMPLETED, CONTRACTOR CERTIFIES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO THE TERMS CONTAINED HEREIN. COMPANY HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THE DOCUMENTS AND WAIVES ANY CLAIM, OBJECTION, OR DEFENSE ON THE GROUNDS THAT THE DOCUMENTS HAVE NOT BEEN REVIEWED BY LEGAL COUNSEL. PROPOSAL MAY BE CONSIDERED INVALID IF NOT RETURNED.

THE INDIVIDUAL SIGNING THIS FORM BELOW HEREBY REPRESENTS AND WARRANTS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS ACKNOWLEDGEMENT ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW CONTRACTOR IS BOUND TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

Name and Address of Company

Authorized Representative

Company Name

Authorized Signature

Number/Street Address

Typed or Printed Name

City, State, Zip Code

Title

Telephone Number

Fax Number

E-mail Address

ATTACHMENT A
Veteran Heroes United in Business (VetHUB)
VetHUB Utilization Assessment

Legal Business Name	Principal Owner Name
Number/Street Address	Principal Owner Phone
City, State, Zip Code	Title

1. If none of the below applies to your business please initial here _____, in doing so you acknowledge that your business will NOT be considered a Veteran Heroes United in Business (you may skip questions 2 and 3).

2. Does your business meet the following eligibility criteria?

- ☐ Owner is an economically disadvantaged person
- ☐ Owner is a Service-Disabled Veteran with a service-related disability of 20% or greater.
- ☐ Owner has 51% ownership
- ☐ Owner controls day-to-day operation of business and can provide proof
- ☐ Owner holds company title equivalent to ownership and control requirements
- ☐ Business is primarily based in Texas with proof of principal place of business in Texas
- ☐ Business is a for-profit entity that has not exceeded the size standard prescribed by 34 TAC § 20.294.

3. Is your business already VetHUB certified? ☐ Yes ☐ No

If yes, please indicate the name of the certifying agency: _____

Certificate #: _____ Expiration Date: _____

If not certified, is your business eligible for certification based on question 2 above?

☐ Yes ☐ No

4. Please sign and date the form below.

Signature	Date	Print Name
-----------	------	------------

**ATTACHMENT B
NOTICE “NO BID” FORM**

This form is to indicate you are not interested in submitting a Proposal at this time. **If you are responding to this solicitation, do not complete or submit this form. Submitting this form may result in your disqualification.**

If submitting a “No Bid”, send this Attachment only to MHMR:

MHMR Purchasing Department
Notice “No Bid” – RFP 27-001 PHARMACY SERVICES
3840 Hulen Street, Suite 106
Fort Worth, Texas 76107
MHMR.Purchasing@mhmrtc.org.

Please check the appropriate box below, complete the remainder of this form and return it prior to the scheduled deadline for this solicitation:

- ☐ My business cannot provide the products, supplies and/or services listed in this request; however, my business would like to remain on MHMR’s list to submit bids/proposals for future projects. My business provides the following commodities or services

Describe commodities/services offered: _____

- ☐ My business 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

List reason(s) for not submitting a Proposal: _____

- ☐ Please remove my business from all MHMR lists until further notice. Provide the information below to be removed:

Reason(s) for removal: _____

Business Name: _____

Representative (Print Name): _____

Address: _____

E-mail Address: _____

Phone Number: _____

Authorized Signature

Title

Date

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

**ATTACHMENT C
DEVIATION FORM**

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

An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package must be expressly stated below.

THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE CONTRACTOR
WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS
SOLICITATION

Signature:

COMPANY NAME

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

DATE

**ATTACHMENT D
NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of _____ County of _____

_____ verifies that:
(Name)

- (1) Owner, partner, officer, representative, or agent of _____
has submitted the attached bid. (Company Name)
- (2) Company is fully informed in respect to the preparation, contents, and circumstances regarding the attached bid.
- (3) Neither said company nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other contractor, firm or person to submit a collusive or sham bid in connection with the attached bid and the price or prices quoted herein are fair and proper.

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this

_____ day of _____ 2026

NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires _____

**THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH
PROPOSAL**

**ATTACHMENT E
REFERENCE FORM**

Invalid contact information will result in default of references and may cause the bid to be disqualified. **THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL.**

Company Name: _____

Street Address: _____

City, State & Zip: _____ Phone: _____

E-mail: _____

List date and describe work performed: _____

Size of Organization: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____ Phone: _____

E-mail: _____

List date and describe work performed: _____

Size of Organization: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____ Phone: _____

E-mail: _____

List date and describe work performed: _____

Size of Organization: _____



Exhibit 1

Compliance Plan

I. Overview:

As adopted by the Board of Trustees (Board) on July 31, 2001 and reviewed annually.

The Board formally adopted the following Compliance Plan and related documents on July 31, 2001. These documents represent the commitment of MHMR to compliance with applicable federal and state laws and the program requirements of federal, state, and private health care plans. MHMR Board, Executive Leadership Team (ELT), managers and staff, affiliated physicians, contractors, and other agents, where appropriate, are expected to read, understand, and agree to abide by this Compliance Plan and any related policies and procedures.

The Compliance Plan of MHMR is designed to prevent, detect and correct any instances of noncompliance with applicable federal and state law and program requirements of federal, state, and private health care plans. Every employee at MHMR has important responsibilities identified in this Compliance Plan, including a duty to report any compliance concerns as explained in this Compliance Plan.

This Compliance Plan is also designed to be consistent with the Department of Health and Human Services Office of Inspector General Compliance Program Guidelines. As regulatory guidance and applicable laws change in the future, this Compliance Plan will be modified as necessary to incorporate these changes. The Compliance Plan is to be reviewed on an annual basis by the Compliance Officer. The outcome of said review will be forwarded to the Chief Executive Officer (CEO). Amendments will be submitted to the MHMR Board for approval.

This Compliance Plan includes seven major elements:

A. **Compliance Standards, Policies and Procedures**

This element documents general expectations of compliance as defined by three broad compliance principles. The element also outlines the general standards of conduct for employees and establishes that compliance procedures will be developed.

B. Compliance Officer, Compliance Committee, and Legal Counsel

This element authorizes the designation of a Compliance Officer and the Compliance Committee. This element also defines the roles and responsibilities of the Compliance Officer and the Compliance Committee, as well as that of the General Counsel.

C. Education and Training

This element identifies the procedure by which MHMR will provide the necessary training to employees and contractors in order to meet the requirements of this Compliance Plan.

D. Communication

This element describes the methods employees may use to communicate their compliance concerns. Reporting is encouraged. There will be no retaliatory action.

E. Auditing and Monitoring

This element describes the action to be taken to monitor the effectiveness of the Compliance Plan. Implementation and effectiveness of the Compliance Plan will be reported to appropriate management staff.

F. Investigations and Corrective Action

This element describes the investigative and corrective procedures for all noncompliance with the Compliance Plan. The element also describes the methods of reporting noncompliance and modification of the organization's practices subsequent to evidence of noncompliance.

G. Disciplinary Actions

This element documents the disciplinary actions that may be taken for noncompliance. These actions are consistent with all MHMR Human Resources Operating Procedures.

II. Compliance Standards, Policies and Procedures:

A. Overview

1. Compliance training will emphasize confidentiality, anonymity, and non-retaliation for compliance related questions. This includes reports of suspected, detected, non-compliance, and fraud, waste and abuse, and record retention.

B. Principles of Compliance

1. MHMR adopts these principles of compliance as the foundation of the compliance policy of the organization:
 - a. MHMR and its Trustees, employees and contractors will comply with all applicable federal, state, and local laws and regulations.

- b. At all times, MHMR, its Trustees, employees and contractors will conduct themselves in a manner that is consistent with the provisions of the organization's enabling legislation, by-laws, Board resolutions, and policies, including this Compliance Plan. Specific reference is made to Board Policy A.1 entitled, " Code of Ethics Policy" and Board Policy A.2 entitled "Fraud Policy", which describes MHMR's emphasis on ethical behavior and proper business dealings for a governmental entity and the zero-tolerance for fraud in any form.
- c. MHMR, its employees and contractors will endeavor to properly bill all patients, third-party payors, and government health care programs for services provided by the organization.

C. Standards of Conduct

1. Every employee and contractor shall adhere to and support MHMR's Principles of Compliance (see II. A.).
2. Compliance procedures shall be developed and kept current with all applicable state and federal laws and regulations, to include, but not limited to the Centers for Medicare and Medicaid services (CMS) and the Texas Health and Human Services (HHS). Compliance procedures shall be designed to assist employees and contractors in the performance of their jobs and contractual responsibilities in full compliance with MHMR's Principles of Compliance (see II. A.) and Compliance Plan. The Chief in each division is responsible for the oversight and performance of MHMR's Principles of Compliance, Compliance Plan and related policies and procedures.

D. Record Retention

1. As a healthcare entity, MHMR is required to define a process for the maintenance, retention, and disposal of records. This includes employee records and staff records whether they are paper or electronic.
2. All records shall be maintained in accordance with all applicable laws and regulations in a manner consistent with health industry standards.
3. MHMR employees with record contact, shall be responsible for ensuring all records are created, used, maintained, preserved, and destroyed in accordance with any agency policy and procedure.
4. The Health Information Management (HIM) Department, under direction of the MHMR Legal Department, is responsible for leading agency record retention, with support from Information Technology (IT), and the Electronic Health Record (EHR) team.

E. Employment of/or Contracting with Sanctioned/Excluded Individuals/Businesses

1. MHMR will neither knowingly employ nor contract with individuals or businesses that have been convicted of a criminal offense related to health care or that are listed by a federal or state agency as debarred, excluded, or ineligible for participation in federally or state funded health care programs.
2. If any MHMR employee or contractor is charged with criminal offenses related to health care or is being evaluated for debarment or exclusion, such individuals or

businesses will be removed from direct responsibility for any federally or state funded health care program. Upon conviction, debarment or exclusion action, MHMR will terminate the employment or contractual relationship with such individuals or businesses. MHMR Human Resources and Contracts Management departments will coordinate with the Compliance Officer to develop appropriate screening procedures for job applicants, employees and contractors.

- F. As required by Section 6032 of the Deficit Reduction Act ("DRA") of 2005 (now codified as Section 1902(a)(68) of the Social Security Act) all employees of MHMR and its contractors must acknowledge in writing that they have been provided detailed information about the following statutes and rules:
1. The False Claims Act, 31 U.S.C. §§3729-3733 ("FCA") provides for penalties against any person who knowingly submits or causes to be submitted a false claim, record or statement seeking a payment for Medicaid, Medicare or other federal payments from the United States Government.
 2. The act defines "knows" to mean that the person:
 - a. Has actual knowledge of the information
 - b. Acts in deliberate ignorance of the truth or falsity of the information; or
 - c. Acts in reckless disregard of the truth or falsity of the information and no proof or specific intent to defraud is required
 3. Some examples of false claims may be:
 - a. A provider who submits a bill for services that the provider knows they have not delivered;
 - b. A provider submitting records that the provider knows (or should know) are falsely indicating compliance with billing or service requirements; or
 - c. A provider obtained money from the federal government to which the provider may not be entitled – then the provider makes false statements to retain the money rather than refunding it as is required.
 4. The FCA also specifically protects employees who report violations of its provision from retaliation by their employer.
 5. The Civil Monetary Penalties Law, 42 U.S.C. 1320a-7a, ("CMPL") provides for penalties against any person or entity, including MHMR, that presents or causes to be presented to the United States or its agents an improper claim for payment when that person or entity knows among other things that:
 - a. an improper payment code has been used;
 - b. the medical item or service is false;
 - c. the physician presenting the service was not properly licensed or certified;
 - d. the patient was excluded from the program under which the payment was sought;
 - e. the payment was for a medical item or service that was not medically necessary or;
 - f. the payment was otherwise prohibited under state or federal law

governing the payment program.

6. The purpose of the CMPL is to fully reimburse the government for monies paid for fraudulent submissions and to cover the costs of investigating such fraudulent submissions.
7. Texas Human Resource Code, Chapter 32, Section 32.039 and 32.0391 establishes civil and criminal penalties for a person who presents or causes to be presented to the Texas Health and Human Services Commission a claim that contains a statement or representation the person should know or should have known to be false. Chapter 32 prohibits among other things a person from:
 - a. soliciting or receiving either directly or indirectly any cash, remuneration or payment of any kind for the purpose of referring an individual for any item or service under the state medical assistance programs, including Medicare or Medicaid;
 - b. soliciting or receiving either directly or indirectly any cash, remuneration or payment of any kind for the purpose of purchasing, leasing or ordering, or arranging for or recommending any good, facility, service or items for which payment may be made under Medicaid or Medicare;
 - c. offers or pays either directly or indirectly to induce a person to commit the acts described in either a) or b) above.
8. Texas Human Resources Code § 36.101 allows an individual employee of MHMR to bring an action of their own behalf and on behalf of the State of Texas for violations of the state's Medicaid program. For example, Chapter 36 makes it unlawful for a person to:
 - a. knowingly make or cause to be made a false statement or misrepresentation of a material fact to permit a person to receive a benefit or payment under the Medicaid program that is not authorized or that is greater than the benefit or payment that is authorized;
 - b. knowingly conceal or fail to disclose information that permits a person to receive a benefit or payment under the Medicaid program that is not authorized or that is greater than the benefit or payment that it authorized;
 - c. knowingly apply for and receive a benefit or payment on behalf of another person under the Medicaid program and converts any part of the benefit or payment to a use other than for the benefit of the person on whose behalf it was received;
 - d. knowingly make, cause to be made, induce, or seek to induce the making of a false statement or misrepresentation of material fact concerning:
 - i. the conditions or operation of a facility in order that the facility may qualify for certification or re-certification required by the Medicaid program, including certification or recertification as:
 - an intermediate care facility for individuals with intellectual disabilities;
 - an assisted living facility; or
 - a home health agency; or

- ii. information required to be provided by a federal or state law, rule, regulation, or provider agreement pertaining to the Medicaid program;
- e. except as authorized under the Medicaid program, knowingly pay, charge, solicit, accept, or receive, in addition to an amount paid under the Medicaid program, a gift, money, a donation, or other consideration as a condition to the provision of a service or product or the continued provision of a service or product if the cost of the service or product is paid for, in whole or in part, under the Medicaid program;
- f. knowingly present or cause to be presented a claim for payment under the Medicaid program for a product provided or a service rendered by a person who:
 - i. is not licensed to provide the product or render the service, if a license is required; or
 - ii. is not licensed in the manner claimed;
- g. knowingly make or cause to make a claim under the Medicaid program for:
 - i. a service or product that has not been approved or acquiesced in by a treating physician or health care practitioner;
 - ii. a service or product that is substantially inadequate or inappropriate when compared to generally recognized standards within the particular discipline or within the health care industry; or
 - iii. a product that has been adulterated, debased, mislabeled, or that is otherwise inappropriate;
- h. make a claim under the Medicaid program and knowingly fails to indicate the type of license and the identification number of the licensed health care provider who actually provided the service;
- i. knowingly enter into an agreement, combination, or conspiracy to defraud the state by obtaining or aiding another person in obtaining an unauthorized payment or benefit from the Medicaid program or a fiscal agent;
- j. is a managed care organization that contracts with the Health and Human Services Commission (HHSC) or other state agency to provide or arrange to provide health care benefits or services to individuals eligible under the Medicaid program and knowingly:
 - i. fails to provide to an individual a health care benefit or service that the organization is required to provide under the contract;
 - ii. fails to provide the commission or appropriate state agency information required to be provided by law, commission or agency rule, or contractual provision; or
 - iii. engages in a fraudulent activity in connection with the

enrollment of an individual eligible under the Medicaid program in the organization's managed care plan or in connection with marketing the organization's services to an individual eligible under the Medicaid program;

- k. knowingly obstruct an investigation by the Attorney General of an alleged unlawful act under this section;
 - l. knowingly make, use, or cause the making or use of a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to this state under the Medicaid program; or
 - m. knowingly engage in conduct that constitutes a violation under Section 32.039(b) of the Texas Human Resource Code.
- 9. Texas Government Code § 544.0205, allows HHSC to make a monetary award to an individual who reports activity that constitutes fraud or abuse of funds in the state Medicaid program or reports overcharges in the program if the commission determines such report results in the recovery of penalties under Chapter 32.039 of the Texas Human Resources Code.
- 10. The Texas Whistleblower Act, Texas Government Code Texas Government Code § 554.002, prohibits MHMR from suspending, terminating or taking any other adverse employment action against one of its employees who in good faith reports a violation of law by MHMR or one of MHMR's employees to an appropriate law enforcement authority. This would include protecting MHMR employees from employment retaliation for reporting Medicaid fraud or abuse to an appropriate law enforcement authority such as the office of the Texas Attorney General.
- 11. Texas Administrative Code, Title 1, Part 15, Chapter 371. The Office of Inspector General within the HHSC is responsible for the investigation of fraud and abuse in the provision of health and human services and Medicaid and other HHSC programs. As part of its authority, the Inspector General may impose sanctions upon a finding by the Inspector General of fraud and abuse in Medicaid. The Inspector General administers program integrity, enforces program violations to the extent of applicable law governing Medicaid. This includes pursuing Medicaid and other health and human services fraud, abuse, overpayment and waste. The Inspector General may grant an award to a person who reports activity that constitutes fraud or abuse of funds in the Medicaid program or reports overcharges in the program. Any MHMR employee may contact the office of Inspector General to report waste, abuse or fraud by contacting the OIG's office online or using their toll free number, 800-436-6184.
- 12. Section 6402 of the Patient Protection and Affordable Care Act (PPACA) , Pub. L. 111 – 148, sets in place a 60–day deadline for providers to report and repay overpayment of federal funds. The time line for repayment begins when any incident of overpayment has been identified. It is the intent of MHMR to comply with this deadline with the understanding that an overpayment has not been identified until (a) it has concluded that an overpayment has occurred and (b) ascertained the amount of the overpayment. The process for determining whether or not an overpayment has been identified is outlined in Section VI. of this policy "Investigations and Corrective Action."

13. All employees, contractors, volunteers, interns with involvement in the administrations or delivery of services, including but not limited to Medicare Parts C and D benefits must receive Fraud, Waste and Abuse training within 90 days of initial hiring and annually thereafter.
- G. All employees and contractors must adhere to all Federal and Abuse Laws, as they apply to MHMR, including but not limited to the following statutes (as amended):
- i. Anti-Kickback Statute 42 U.S.C. §1320a-7a and its Safe Harbor Regulations 42 C.F.R. §1001.952; and the criminal provisions of the Anti-Kickback statutes are 42 U.S.C. § 1320a-7b.
 - ii. The Physician Self-Referral Law, 42 U.S.C. §1395nn, and its regulations on 42 C.F.R. §§411.350-.389;
 - iii. Criminal Health Care Fraud Statute, 18 U.S.C. §§1347,1349; and
 - iv. The Exclusions Authorities, 42 U.S.C. §1320a-7.

III. Compliance Officer, Compliance Committee and General Counsel:

A. Compliance Officer

The MHMR Board has authorized the CEO to designate a Compliance Officer who shall be responsible for the implementation, operation and continuous monitoring of the MHMR Compliance Plan. MHMR's Compliance Officer shall report to the General Counsel, but is ultimately responsible to the Board and is authorized to communicate to the CEO, Board, the Board Chair and/or its legal counsel and shall be free to conduct such investigations as deemed necessary and appropriate to ensure the continuing implementation of this Compliance Plan. MHMR's Compliance Officer will report at least quarterly to the Compliance Committee and the full Board, any issues regarding this Compliance Plan and its effectiveness, status of or necessity for investigative work, any corrective measures and/or Compliance Plan modifications. Complaints regarding the conduct of the Compliance Officer should be directed to the General Counsel.

The Compliance Officer's duties and responsibilities include the following:

1. Update the organization's Compliance Plan on a periodic basis to reflect any changes in MHMR's risk profile and applicable laws and regulations.
2. Develop and review all compliance policies and procedures, principles of compliance, and standards of conduct as it relates to employees adherence to compliance policies.
3. Ensure the effectiveness of the organization's compliance effort.
4. Participate in employee new hire orientation and on-going training programs on compliance.
5. Implement employee communication mechanisms that encourage employees to report potential compliance problems without fear of retaliation.
6. Perform appropriate investigations, provide timely verbal and written feedback of

investigation findings, and monitor progress toward corrective action plan requirements to eliminate identified problems and prevent recurrences related to reported compliance violations.

7. Conduct investigations to resolve compliance issues and maintain all records and documentation of investigations. Respond appropriately if a violation is identified.
8. Coordinate with the Contracts Administration Department to ensure the organization's Compliance Plan and its expectations are conveyed to all outside contractors.
9. Coordinate with other organizational departments regarding appropriate verification activity for employee backgrounds, credentialing, exclusion from federal or state programs and disciplinary policy related to compliance.
10. Develop and implement specific controls and productivity measurements for an effective resolution of compliance related matters.
11. Report the Compliance Committee's findings and activities to the MHMR Board on at least a quarterly basis. The report shall provide an overview on the number of calls/ allegations received, types of allegations (fraud, theft, etc.), results of the investigation and any refunds that were made as a result of a confirmed allegation.

B. Compliance Committee

The CEO shall appoint appropriate staff members to a Compliance Committee to assist the Compliance Officer in the operation and monitoring of the Compliance Plan. The Chairperson of the Compliance Committee shall be the Compliance Officer. Members of the Compliance Committee shall include representatives from key functional areas instrumental to the success of an effective Compliance Plan. Ad hoc members shall be appointed to the Compliance Committee as needed from various functional areas or departments to deal with specific compliance issues. General Counsel shall be made available to the Compliance Committee and shall attend meetings when requested by the Compliance Officer. Members of the Board shall at all times be entitled to inquire of the Compliance Officer as to compliance issues.

The Compliance Committee's responsibilities and duties include the following:

1. Provide input regarding development of compliance standards and policies and procedures to promote compliance.
2. Analyze the organization's industry environment and the legal requirements with which MHMR must comply in specific areas.
3. Determine the appropriate strategy or approach that the organization should use to promote compliance and detect any potential violations of regulation and law.
4. Recommend and monitor, in conjunction with MHMR Operational Divisions, the development of internal systems and controls to carry out this Compliance Plan.
5. Develop and maintain a system to solicit, evaluate and respond to complaints and potential problems.
6. Review compliance reports and make continuous improvement recommendations.
7. Act to resolve all internal disputes between clinical/operations staff and the

Compliance Officer and auditors regarding specific compliance with rules and regulations. Solicit input from the Chief Medical Officer, Chief Nursing Officer, and/or General Counsel, as appropriate, in resolving disputes.

8. Ensure final MHMR decisions in compliance matters are documented in writing.
9. Facilitate communication regarding the Compliance Plan to MHMR departments, personnel and contractors.
10. Identify resources necessary to implement compliance activities.
11. Hold its members responsible for attendance at quarterly scheduled Compliance Committee meetings, as well as specially called meetings. Unless otherwise prohibited by law or regulation, member can attend meetings by phone, video conference or any other electronic method available which will give member opportunity to effectively participate in the meeting.
12. Hold itself accountable to the MHMR's CEO and Board in carrying out its responsibilities and duties.

C. General Counsel

The Board will utilize General Counsel to advise MHMR regarding compliance legal issues. General Counsel will be available to advise the Compliance Officer and Compliance Committee. General Counsel is authorized by the CEO and Board to investigate with the Compliance Officer on behalf of MHMR reported instances of noncompliance and to obtain pertinent information for the purpose of developing and providing legal advice to MHMR.

Nothing in this Compliance Plan shall constitute a waiver of applicable legal privileges, including without limitation, medical review committee privilege, the attorney-client privilege and the attorney work product protection. Any such privileges and protections as are available for MHMR's benefit may only be waived by affirmative vote of the Board.

IV. Education and Training:

Compliance education and training programs shall be provided to employees and contractors associated with MHMR, as appropriate to ensure material compliance with the Compliance Plan and applicable laws.

A. Scope of Education and Training

Education and training shall consist of the following:

1. Employees:

- a. All new MHMR employees shall receive appropriate compliance training as a part of new employee orientation training, within 90 days of hire.
- b. Compliance Plan training shall be conducted to inform MHMR employees of the Compliance Plan, its purpose and its requirements, and how to identify compliance concerns, maintain records, and ask compliance related questions for clarification. Employees shall be specifically trained and counseled regarding their responsibility to report misconduct and the consequences of failing to comply with the Plan.

- c. All employees must acknowledge in writing that they have read, understood, and agreed to abide by the MHMR Compliance Plan. This documentation will be maintained in the training file.
- d. Employee compliance training shall be conducted as appropriate, but at least on an annual basis.
- e. Written educational materials regarding the Compliance Plan and related compliance subjects shall be distributed periodically to employees as deemed appropriate.
- f. Employees shall attend periodic educational courses as required to maintain proficiency as it relate to compliance requirements.

2. Contractors:

- a. All contractors, where appropriate, must acknowledge in writing that they have read, understood, and agreed to abide by the MHMR Compliance Plan and the applicable principles of compliance, record retention, and standards of conduct within 90 days after commencement of the contract term. This documentation will be maintained in the contract files.
- b. All contractors, where appropriate, shall be provided and contractors shall acknowledge in writing MHMR's Compliance Plan, at least on an annual basis, upon renewal of any contract term.
- c. Written educational materials regarding the Compliance Plan and related compliance subjects shall be distributed periodically to contractors, as deemed appropriate by MHMR.

B. Attendance and Documentation

Employee attendance and participation in mandatory educational opportunities shall be a condition of continued employment. The MHMR Learning and Development Department will be responsible for tracking and maintaining the documentation of Compliance Plan training and providing documentation of non-compliance to the Compliance Officer. The Compliance Officer will periodically review Learning and Development Department documentation of Corporate Compliance and Ethics Training which shall include the name and position of the employee, the date and duration of the educational activity and a brief description of the subject matter of the education.

V. Communication:

A. Policy

The elements of the Compliance Plan shall be communicated to employees and contractors, as appropriate. Also, the organization shall have an internal reporting system in place for employees and others to report issues and concerns regarding violations and noncompliance within MHMR anonymously, and without fear of retaliation or retribution. This internal reporting system shall establish a method of communication between the reporting person and the Compliance Officer to encourage reporting of incidents, potential violations, and compliance issues.

B. Scope of Communication

Communication of the Compliance Plan shall consist of the following:

1. The Compliance Plan shall be distributed to all employees and other affected parties as deemed appropriate.
2. All personnel shall acknowledge in writing that they have read, understood, and agreed to abide by the Compliance Plan and all appropriate compliance standards, policies and procedures.
3. Information regarding the Compliance Plan shall be distributed and made available to employees and contractors through various media to communicate the existence of the Compliance Plan and each individual's responsibility to follow the guidelines of the plan. This communication shall include publishing compliance related information and articles periodically in MHMR publications and/or via the Intranet, which are distributed to employees and parties.
4. Inclusion of standard compliance provisions in contracts with contractors.
5. A communication schedule shall be developed by the Compliance Officer, and shall include, but not be limited to: formal presentations, newsletters and other publications, electronic communications, notices in common work areas, and other communication media as deemed appropriate.

C. Employee and Contractor Responsibility and Internal Reporting System

1. All employees and contractors are required to promptly report to the Compliance Officer any instances of noncompliance with the requirements of this Compliance Plan. An employee or contractor who fails to report instances of noncompliance or who knowingly falsifies a report of noncompliance shall be subject to disciplinary action as described in the Disciplinary Actions section.
2. The MHMR reporting system will maintain confidentiality, to the greatest extent possible. The system also allows for anonymity and provides non-intimidation and non-retaliation for good faith reporting of compliance concerns and participation in the compliance program.
3. A toll-free telephone number shall be maintained and made available to be used by employees and others to anonymously report concerns regarding violations of compliance.
4. The toll-free number shall be posted in common work areas.
5. Specific information regarding the confidentiality and non-retaliatory aspects of the Compliance Plan shall be communicated to employees to encourage reporting noncompliance.
6. Online communication is available by operators for each call received.
7. A log shall be maintained by the Compliance Officer documenting incoming calls and all other forms of communication regarding compliance issues, the nature of the concern, investigations and the results of the investigation.
8. There shall be no retaliation for any report. Any threat of retaliation or retribution against the reporting employee or contractor shall result in disciplinary action, as

provided in section VIII.

9. Employees and others using the toll-free line shall be informed that MHMR strives to maintain employee confidentiality (when requested). However, there may be a point where the employee's identity may become known or may have to be revealed due to legal or regulatory requirements.
10. Steps shall be followed to assure confidentiality of all call logs, reports and other documentation maintained by the Compliance Officer.
11. All employees and others shall have access to report directly to the Compliance Officer rather than through supervisors or other intermediaries.
12. Employees and others shall be encouraged to ask for clarification if they have a question regarding the compliance standards, policies or procedures.
13. Supervisors/managers and/or administrators may be disciplined for failing to detect compliance violations in their departments, facilities or areas of responsibility if reasonable diligence on their part would have led to the discovery of the problem and given MHMR the opportunity to address the issues at the earliest possible time.

VI. Auditing and Monitoring:

Internal Medicaid Audit staff will work closely with the Compliance Officer to keep audit tools current and focused on areas where the greatest risk of noncompliance may exist. Contract providers' billings also will be included in the audit procedure. Audit procedures are designed to determine the accuracy and validity of coding and billing submitted to Medicaid and to detect instances of noncompliance. During an audit process, if it is discovered that there appear to be weaknesses in Medicaid compliance, follow-up procedures will be performed and coordinated, such as focused audits, re-training, procedural changes, work-flow studies, etc. to remedy any weaknesses identified. Such reporting units will be subject to secondary and/or special audits by Quality Division employees in the related program, to ensure subsequent compliance.

Upon completion of each audit, the audit results and written comments regarding deficiencies noted during the audit will be delivered to the management personnel of the reporting unit as well as the Chief responsible for the unit. Management personnel will be required to submit a written Management Response and plan of correction to the audit supervisor in a timely manner. Upon receipt of these documents, copies will be sent to the Chief responsible for that reporting unit, the Compliance Officer, General Counsel and the CEO.

VII. Investigations and Corrective Action:

A. Investigation Procedures

The Compliance Officer shall promptly investigate or cause the investigation of any allegations or reports of noncompliance with MHMR's Principles of Compliance or other aspects of the Compliance Plan. The Compliance Officer may consult with General Counsel to determine what investigations are warranted depending upon the nature of the alleged violation. Also, some investigations may be conducted under the direction of General Counsel if preservation of the attorney/client privilege is warranted.

Investigations shall be undertaken promptly and in a manner to determine whether a material

violation has in fact occurred. MHMR can take immediate corrective action and fulfill any applicable reporting requirements as needed. The investigation shall use techniques consistent with applicable laws and which support a rapid resolution of the situation. Due respect shall be shown for the rights of individuals who may be involved, either as sources of information or as possible violators. Management shall cooperate in all investigations related to compliance. If the Compliance Officer, with the advice of General Counsel, determines the integrity of an investigation may be compromised because of the presence of employees or contractors under investigation, management shall remove such employees or contractors from their responsibilities pending completion of the investigation.

B. Documentation

Documentation of the alleged violation, interview and other notes, a description of the investigation process, and any documents reviewed shall be maintained for seven years. A report of the investigation results and of management's corrective action plan shall be maintained for seven years.

C. Corrective Action

The Compliance Officer shall report the results of investigations to the Compliance Committee, the CEO, the ELT, and the Board minimally on a quarterly basis. In situations where an investigation confirms a violation occurred, a corrective action plan shall be developed and immediate action shall be taken to correct the problem with the advice of General Counsel, as necessary. MHMR shall report any violations to payors, state, federal or law enforcement agencies, as required by law. If the investigation determines the issue in question is consistent with applicable laws then corrective action is not necessary.

VIII. Disciplinary Actions:

A. Policy

1. Appropriate disciplinary action shall be taken against any employee or contractor who fails to comply with MHMR's Compliance Plan. In view of the fact that MHMR guarantees an anonymous and non-retaliatory reporting system through which an employee may communicate a compliance concern, **any failure, on the part of an employee, to communicate a known compliance violation or suspected violation, will be considered a failure to comply with the Compliance Plan.**
 - a. Contracts and agreements with MHMR contractors shall contain compliance requirements and provisions for appropriate sanctions should violations occur.
 - b. Supervisors shall be responsible for implementation of the Compliance Plan with respect to employees under their supervision.
 - c. Disciplinary sanctions for failure to comply with the Compliance Plan, standards, laws and procedures shall apply to all employees of MHMR.
 - d. Employees and others affiliated with MHMR, as appropriate, shall be informed of the disciplinary standards for noncompliance and that certain actions prohibited by these guidelines may also violate criminal laws which may result in personal criminal prosecution and fines and/or imprisonment upon conviction.

- e. Every disciplinary action related to the Compliance Plan **must** be reported to the Compliance Officer by the Chief Human Resources Officer.
- f. MHMR will neither knowingly employ nor contract with individuals or businesses that have been convicted of a criminal offense related to health care or that are listed by a federal or state agency as debarred, excluded, or ineligible for participation in federally or state funded health care programs.

B. Disciplinary Actions and Sanctions

1. The following actions and sanctions may be applied:
 - a. Employees involved in a violation of this Compliance Plan shall be subject to significant sanctions, up to and including termination, if appropriate. Depending upon the violation retraining may be required. Such disciplinary actions shall be in accordance with MHMR's Human Resources Operating Procedures and shall be consistent with the degree of severity of the improper conduct and may include remedial training, oral warnings, written reprimands, probation, suspension, or immediate termination, depending upon the nature of the violation at the sole discretion of MHMR.
 - b. Intentional, reckless or repetitive noncompliance will subject employees to significant disciplinary action up to and including termination.
 - c. Contractors involved in a confirmed violation shall be subject to significant sanctions in accordance with contract terms and conditions, including termination of the contract when warranted.
 - d. If any MHMR employee or contractor is charged with criminal offenses related to health care or is being evaluated for debarment or exclusion, such individuals or businesses will be removed from direct responsibility for any federally or state funded health care program.

IX. Compliance Review and Reporting:

On or before the end of each fiscal year, the Compliance Officer will conduct a review of MHMR's current compliance and regulatory operations. The purpose of the review is to ascertain whether the compliance operations of MHMR are within the standards of the Compliance Plan.

A written report shall be prepared within 90 days after the end of the fiscal year, if it is determined that any current compliance or regulatory operations vary from the standard of the Compliance Plan.

Exhibit 2

On-Site Pharmacy Locations

- 300 Pennsylvania Avenue, Fort Worth, TX 76104
- 1200 Circle Drive, Suites 301 & 304, Fort Worth, TX 76119
- 601 W. Sanford Street, Arlington, TX 76011
- 4525 City Point Drive, North Richland Hills, TX 76180
- 6777 Camp Bowie Blvd, Suite 600, Fort Worth, TX 76116