



**MENTAL HEALTH AND MENTAL RETARDATION
AUTHORITY OF HARRIS COUNTY**

Dear Provider,

MHMRA of Harris County welcomes your application to be considered as a provider of services for consumers served by the Mental Retardation Division. Although the Agency may finalize a contractual agreement with your organization once all requirements have been met, MHMRA does not guarantee that any particular provider will receive referrals for service.

For questions on the contract process or required forms, please contact Alana Lenz at 713-970-7617, or Alana.Lenz@mhmraharris.org

Thank you,

José Ramirez, Jr., Department Director
MR Network Development

Attachments

**MHMRA OF HARRIS
COUNTY
MENTAL RETARDATION
DIVISION
OPEN ENROLLMENT
SUBMISSION**

Principles and Practices of Contracting with the Mental Retardation Division

Introduction

The Mental Retardation Division of MHMRA of Harris County receives reimbursement for a variety of services provided to eligible persons residing in Harris County. To be eligible for services, a person must:

1. Have a diagnosis of Mental Retardation, Autism, or a Pervasive Developmental Disorder that dates before the age of 18.
2. Be a current resident of Harris County.
3. Receive a Determination of Mental Retardation (DMR) from MHMRA to verify eligibility.

Within the limits of funding and other contract requirements, consumers choose which services they receive from MHMRA and its Contract Providers. The underlying goal of all programs operated, or funded, by MHMRA of Harris County is to assist persons with mental retardation or developmental delays to develop the skills and access the community supports and resources necessary to learn, work, and live with dignity as contributing members of the community. The Mental Retardation Division will not fund services which segregate consumers from their community, or do not work toward integrating their consumers into the community. The implications of this for programs operating under specific CARE Codes will be discussed below.

General Contract Information

The Mental Retardation Division of MHMRA of Harris County is the provider of last resort for consumers of its services. This means that MHMRA will contract for those services for which there are appropriate private sector program providers. MHMRA will operate programs in those service areas where there are no providers, or where the number of providers offering a particular service is inadequate to meet the workload measures of its contract with other sources. MHMRA will also maintain programs in those areas where there is a need for a "safety net". At this time, MHMRA of Harris County contracts with the private sector for services under the following CARE codes:

- RO22 – Clinical Out-of-Home Respite
- RO23 – In Home Respite;

MHMRA of Harris County may contract with some service providers to provide transportation services. Reimbursement for transportation is subject to Medicaid rules.

The MR Division maintains an open enrollment process for all contract providers and places no artificial limits on the number of providers within the MR Provider Network. Because of this, there are several facts that contract providers should be aware of:

- Having a valid contract with MHMRA does not guarantee that any particular provider will receive referrals for services. Referrals are based solely on consumer choice of available programs.
- The contracting process with MHMRA can be quite lengthy, requiring review by a committee and final approval by the Board of Directors. MHMRA staff may not authorize payments under any contract that has not been approved by the MHMRA Board.
- MHMRA uses the Data Verification Criteria Manual as the definition of services purchased with State General Revenue funds. We will only contract for services that explicitly meet these definitions. Any entity wishing to contract with MHMRA should become familiar with the definitions for the services they will offer through MHMRA.

Payment\Billing Information

The procedure for submitting an invoice for payment to MHMRA is described elsewhere in this Contract. There are, however, several basic principles that guide MHMRA staff when processing Contractor invoices for payment:

- MHMRA will only pay for services that have been properly authorized. In the MR Division, written authorizations are issued to document service start and end dates. Written authorization to begin services may only come from the MR Network Development Department.

- MHMRA will not pay for services provided for a consumer **before** the start date of a contract. MHMRA is not obligated to pay for any services rendered before a formal, written and signed contract is in place.
- Payment for authorized services occurs weekly. Each provider, in order to assure that they have the best chance of receiving timely payment for services rendered, must submit their invoices to MR Network Development according to a billing schedule set forth in their contract. Final invoices must be submitted by the 5th day of each month for services rendered during the previous month.
- MHMRA will not pay for services billed to the Agency later than 45 days past the end of the month in which services were performed. For example, an invoice for services provided in January 2011 must be submitted to MHMRA no later than March 15, 2011, or payment will not be made for that invoice.

Consumer Choice

MHMR uses the concept of consumer choice to assure that consumers are afforded the same choices that every member of the community have as their right. There are several areas regarding the choices consumers have been presented with that require further explanation here. Violation of any of these principles will result in MHMRA removing a provider from the list of agencies given to consumers when choosing services and service providers.

- No solicitation of consumers (or their families) currently being served by another provider is permitted. Such behavior is considered inappropriate and unethical.
- No action will be taken to change the services for which a consumer is authorized until that consumer (or their guardian) has informed the consumer's Service Coordinator that they wish to make a change in services. Providers may not initiate changes in any consumer's CARE Code or service provider. Changes may only come from the consumer and be authorized by the Service Coordinator.

RO Codes\Service Definitions

This document contains the pages from the Data Verification Manual that describe the services for which MHMRA contracts, and summaries of those services with examples of appropriate activities which may be used as guides by providers offering these services for their consumers. Specific issues requiring further clarification are discussed here. These are:

b. The Mental Retardation Division of MHMRA contracts with Private Providers for the following services:

Type of Service	CARE Codes	Description of Service	Frequency of Service Delivery	Fee Schedule
CLINICAL OUT OF HOME RESPITE	RO22	<ul style="list-style-type: none"> • Provided to individuals outside of their residence • Provides care and supervision of persons on a temporary basis for short periods of time • Intended to relieve family members or other primary care provider of their responsibilities for providing care 	As authorized –hourly or per day	\$10.80 per hour \$259.20 maximum per day (Up to 5 days only)
IN HOME RESPITE	RO23	<ul style="list-style-type: none"> • Provides care and supervision of persons on a temporary basis for short periods of time • Intended to relieve family members or other primary care provider of their responsibilities for providing care • Provided to individuals only at their usual residence. 	As authorized –hourly	\$10.80 per hour (a minimum of \$8.00 per hour must be paid to caretaker)

Providers must meet the following criteria in order to complete a contract with MHMRA:

Type of Service	Licensure from	Insurance
Clinical Out of Home Respite	TDH HCS or TDHS ICF/MR or TDHS License to Operate a Long Term Care Facility	<ul style="list-style-type: none"> ● General liability in the amount of \$300,000 per occurrence with \$500,000/ \$1 million general aggregate ● Minimum of \$1 million in automobile liability insurance if transporting consumers ● Automobile physical damage up to the actual cash value of the vehicle(s) ● Building structure insurance if you own the building ● Business Personal Property Contents Insurance up to the replacement cost value of the properties ● Worker's Compensation Insurance ● Personal Liability Insurance up to \$500,000 per claim/ \$1 million annual aggregate for your professional staff (nurses, psychologists, LCSW's, etc)
In Home Respite		

c. Other requirements of contracting with MHMRA include:

- Compliance with consumer choice guidelines
- MHMRA Quality Management (QM) & MR Division staff will conduct periodic audits of records and visit sites to determine if safety and health requirements are being met
- On-going site visits by MR Division staff to monitor quality of services
- Timely & accurate submission of daily service data and monthly claims for payment

d. Steps in contracting with MHMRA

- Send the attached DEMOGRAPHIC FORM and the SERVICE DESCRIPTION FORM (complete ALL sections) plus any ATTACHMENTS:

Alana Lenz
MR Network Management
7011 Southwest Freeway 3rd Floor
Houston, Texas 77074

- **This information is reviewed and a list of additional documentation needed for a desk review will be sent. When all documentation of licensure, insurance and other requirements have been received, MHMRA will assess each of your service sites. The review will address all required policies and procedures, assess all services sites for safety and health guidelines, and report to the MHMRA Contracts if standards have been met.**
- **MHMRA Contracts will generate the contract and submit it to the MHMRA Board of Directors at their next monthly meeting for final approval.**

NEW CONTRACT PROVIDER DEMOGRAPHIC FORM
Mental Retardation Division

(Complete ALL sections - incomplete forms will be returned to Provider)

Company Name: _____

Mailing Address: _____ City/State/Zip: _____

E-Mail Address: _____ City/State/Zip: _____

Telephone: _____ Fax: _____ 24 hour Emergency Number: _____

Contract Person: _____ Title: _____

Telephone: _____ Fax: _____

Cell Phone: _____ Pager: _____

Current Licensure (check all that apply & attach current copy of all licenses):

- Home & Community Based Services HCS (TDH)
- Intermediate Care Facility/Mental Retarded - ICF/MR (TDHS)
- License to Operate a Long Term Care Facility (TDHS)
- Adult Day Care License (TDHS)
- Department of Labor Certification

Other (list)

Services to be provided by Contractor:

- Ø RO22 Clinical Out-of-Home Respite
- Ø RO23 In-Home Respite

Service Site Addresses:

Address	City	Zip	RO22	RO23

ATTACHMENTS:

- Ø Copy of current Department of Labor Certificate to permit payment of employees below minimum wage, if applicable.
- Ø Other: _____
- Ø Other: _____
- Ø Other: _____

f. Additional information about your program:

DESCRIPTION OF RESOURCES:

a. What is your annual budget for this service?

b. What are the sources of these funds?

c. How many FTE staff do you have providing this service?

d. How much space (in square feet) is allocated per consumer receiving this service?

BEHAVIOR MANAGEMENT & PSYCHOPHARMACOLOGY:

a. What behavior management procedures are used prior to implementing a behavior plan?

b. How are behavior plans developed by? By whom?

Contract ID No. _____

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this _____, 2009 by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY**, a community center and an agency of the State of Texas, with offices at 7011 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and _____ ("Contractor"), with offices at _____ **Houston, Texas** _____ for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

RECITALS

WHEREAS, Agency is the state designated mental health and mental retardation community center established to provide, arrange for, and coordinate mental health and mental retardation services for the residents of Harris County, Texas; and

WHEREAS, the Agency is committed to providing care management, utilization review, quality management oversight and claims administration services to individuals eligible for General Revenue benefits that are customer friendly, and consumer focused;

WHEREAS, this Agreement sets forth the terms and conditions evidencing the Agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be delivered therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PERSONNEL

The Agency staff member authorized to approve billing is **Alana Lenz**. The Agency staff member responsible for overseeing this Agreement is **José Ramirez, Jr.**

II. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. Independent Contractor. The relationship between the Agency and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or borrowed servant of the Agency.

Contractor understands and agrees that Agency:

a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;

b) Will not give to Contractor any of the benefits given to employees of Agency.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.

III. OBLIGATIONS OF CONTRACTOR

1. Services. Services to be provided by Contractor to persons referred by the Agency; the schedule of hours Contractor will deliver such services; and the locations where such services shall be delivered by Contractor are set forth in **Exhibits A, B and C**. Any work schedule may be altered, after due notice has been given, by either party when necessary. Services furnished to each consumer shall be provided in accordance with consumer's Plan of Care (POC).

(a) The Plan of Care shall set forth the needs of the recipient of services being served pursuant to this Agreement in a manner consistent with the Texas Department of Aging and Disability Services ("DADS") standards.

(b) Consumers to be served by Contractor shall be designated by the Agency after reasonable advance notice to the Contractor. The Agency will not pay for services provided before authorization to begin services has been given by appropriate Agency staff.

(c) The number of slots in each service area (RO Codes) and the rate for each service are set forth in Exhibit A.

(d) The Agency will only pay for services that explicitly meet the definition for those services set forth in the DADS Data Verification Criteria Manual. Copies of this manual will be made available to contractor upon qualification for eligibility to join network. DADS impose penalties or sanctions against Local Authorities failing to perform any Contract requirement, which may include requiring Local Authorities to pay a penalty for failing to submit accurate information as required under this Contract. One or more sanctions may be required either in addition to or in lieu of a penalty. MHMRA reserves the right to recoup funds from providers whose submissions result in penalties and/or sanctions.

2. Qualifications. Contractor will comply with relevant Texas Department of Aging and Disability Services (DADS) rules and community standards, certifications, accreditation's, and licenses and any other professional and educational qualifications as set forth in Exhibit C.

3. Agency Approval of Contractor Personnel. Contractor agrees not to contract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.

4. Representations.

(a) Contractor agrees that it shall comply with the DADS Community Services Standards as specified by the Agency Quality Management Department, all applicable policies of the Agency, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Agreement. A copy of the DADS Community Services Standards will be provided by the Agency. The Contractor agrees to allow the Quality Management Department of the Agency to monitor the Contractor's programs on an annual or as needed basis. The Contractor understands that compliance with the DADS Community Services Standards, the Agency's Quality Management Department and Local Authority Guidelines set forth in Exhibit B are required for maintaining a contractual relationship with the Agency.

(b) Contractor represents and warrants that he/she is not currently an employee of the Agency.

5. Receipts and Records. Contractor agrees to provide the Agency, upon request, with original receipts for the purchase of all goods and services involving the use of Agency funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Agency, including Plans of Service for a period of six (6) years.

6. Disclosure. Contractor declares that neither Contractor nor any of its subcontractors or employees rendering services to an individual pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; and Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.

7. Immigration Reform and Control Act. Contractor agrees to maintain appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

8. Training. Contractor agrees to obtain and/or maintain training as required by the Quality Management Department, and as approved by the Agency. A current list of training requirements may be obtained from the Agency Quality Management Department Director. Proof of all required training shall be submitted to the Agency within thirty (30) calendar days of contract start date (some training needs to occur before the contractor serves a consumer, e.g. Abuse and Neglect Training). Proof of all required training shall be submitted to the Agency within sixty (60) calendar days of contract start date. Required training may be obtained from the Agency; however, Contractor shall not bill Agency for said training hours. Failure to obtain and/or keep current required training may be considered grounds for termination of this Agreement.

9. Required Reporting Regarding Licensure. Contractor shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or license within 10 days of notification of the allegation. Contractor will further report to Agency if any professional has had his/her professional license revoked or suspended within 10 days of notification of the revocation or suspension. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.

10. Reports of Abuse, Neglect and Reporting Incidents

(a) Contractor must report any allegation of abuse, neglect, or exploitation of persons served under this Agreement in accordance applicable law, including federal and state laws and DADS rules, rules of the Texas Department of Family and Protective Services, and rules of the Texas Department of Health, and Agency policies and procedures.

(b) Contractor agrees to adhere to the Local Authority and agency policy with regard to incident reporting. This policy will be made available to contractor upon qualification for eligibility to join network.

(c) Contractor shall report any incident in writing to the Agency staff person named as responsible for monitoring the contract and to the Agency Quality Management Department.

11. Required Information for Criminal Conviction Checks.

(a) Contractor shall provide to the Agency proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, whose duties place them in direct contact with consumers, pursuant to Texas Health and Safety Code, Section 533.007 and Chapter 250, the Texas Government Code, Section 411.115, and Chapter 414, Subchapter K.

(b) That if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K., by submitting a copy of the background check as verification; or Contractor shall provide a copy of the Contractor's established policies and procedures that are relevant to conducting criminal background checks as an employment requirement. If the submitted policy is deemed acceptable as proof that the Contractor is in compliance with this regulatory requirement, Contractor agrees that files containing this information shall be subject to provision 14 (Access) herein.

(c) If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

12. Contractor's Governing Body. Contractor agrees to provide Agency with a list of the members of Contractor's governing body, if applicable.

13. Confidentiality of Records of Individuals Served by this Agreement.

(a) Use and Disclosure of Protected Health Information ("PHI") - Contractor Agrees To:

(i) General.

(1) Hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.

(2) Be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations

(codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements".

(ii) Representations.

- (1) Contractor represents that Contractor and their employees have received training regarding the Privacy Requirements. An affidavit documenting the training must be provided to Agency upon request.

14. Access. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.060, that the Agency and its representatives, including independent financial auditors, shall have unrestricted access to all facilities, service providers, records, data, and other information under the control of the contracting entity or its Contractors/subcontractors as necessary to enable the DADS or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.

15. Access to Books and Records of Subcontractor for Medicare or Medicaid. If it shall be determined or asserted that this Agreement is a contract between a provider and a subcontractor within the meaning of 42 C.F.R. 420.300-420.304, as amended, or any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made pursuant thereto, then Contractor hereby agrees that:

(a) Until the expiration of six (6) years after furnishing of any service pursuant to this Agreement, Contractor shall provide, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), the Comptroller General of the States (the "Comptroller General"), or any of their duly authorized representatives, this Agreement, and books, documents and records that are necessary to certify the nature and extent of any costs incurred by the Agency with respect to this Agreement, and the services provided pursuant hereto; and

b) If Contractor subcontracts any part of this contract that has a value or cost of \$10,000 or more over a (12) month period, the subcontract shall contain a clause to the effect that until the expiration of six (6) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request by the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents, and records of such organization or individual that are necessary to verify the nature and extent of the costs incurred with respect to such subcontract and the services provided pursuant thereto.

16. AIDS/HIV Workplace Guidelines. Contractor shall adopt and implement AIDS/HIV workplace guidelines similar to those adopted by DADS and AIDS/HIV confidentiality guidelines consistent with state and federal laws.

17. Child Support. Contractor shall certify that contractor or offeror is not more than thirty (30) days delinquent in child support payments and eligible to receive payments from state funds as required by the Texas Family Code Section 231.006.

IV. OBLIGATIONS OF THE AGENCY

1. Payment.

(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule and pooled not to exceed amounts attached as **Exhibits A1 and A2** for each designated service for the Agency fiscal year 2010.

(b) The payment amount will be based on a weekly invoice which shall reflect the services provided by the Contractor, and is approved by the Agency employee(s) authorized to approve billing(s) as set forth above. Invoices or claim forms for services rendered are to be submitted by the fifth (5) calendar day of the month following the date on which the service was rendered. Invoices or claim forms must include a MHMRA purchase order number which will be indicated on the final fully executed contract.

(c) Invoice or Claim forms for services must be received no later than 45 calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than 45 days after the end of the month in which the services were rendered will not be paid.

(d) Payment shall be made Thirty (30) days of receipt of the invoice or Claim form. Payment may be delayed, adjusted or withheld or subject to penalty as stated within, where a deficiency is noted in goods, services, or invoices received. MHMRA retains the right to offset payments for future claims paid where a deficiency is noted after payment has been processed.

Invoice or Claims shall be submitted as follows:

- (i) Original sent to MR Development to the following mailing address:
Mental Health Mental Retardation Authority of Harris County
Attn: MR Network Development
7011 Southwest Freeway
Houston, Texas 77074
- (ii) Duplicate to be marked "Duplicate" sent to accounts payable at same address,
ATTN: Accounts Payable, or faxed to 713-970-7681.

(e) **No Guarantee of Utilization - In the event this contract identifies a "Pooled Not-to-Exceed amount for community services, be advised that this amount represents an aggregate not-to-exceed limit that applies to all service providers included in the pool. CONTRACTORS ARE NOT GUARANTEED ANY MINIMUM AMOUNT UNDER THIS CONTRACT. Contractor shall accept Consumer based on appropriateness of the referral. Consumers shall choose freely between providers without influence by the Agency staff or representative or any contractor that provides services under contract with the Agency.**

(f) **Contract Rate Change Clause -** If a vendor/provider's contracted rates change during the period of the contract, the vendor/provider will be notified in writing and the contract will be amended to reflect such changes.

2. **Staff and Facilities.** Contractor shall maintain adequate facilities and sufficient personnel to provide Consumers with timely access to Covered Services. Contractor shall accept Consumer referred by Agency and not distinguish between a Consumer and other patients in the quality of or access to, the health care services rendered by it.

3. **Franchise Tax.** If Contractor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

V. INSURANCE

A. Policies, Coverages, and Endorsements.

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

1- Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Note: Limits shown above shall apply to Abuse and Molestation claims without sub-limits or exclusions.

2 - Professional Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

3 - Business Automobile if transporting our consumers

Combined Single Limit Bodily Injury & Property Damage	\$1,000,000
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4 - Workers' Compensation & Employers' Liability

Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

5- Personal Property Contents Insurance up to the replacement cost value of the property.

B. Insured Parties

All policies shall contain a provision naming the Agency (and its officers, agents and employees) as Additional Insured parties or Certificate Holder on the original policy and all renewals or replacements during the term of this Agreement.

C. Subrogation

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents, or employees.

D. Proof of Insurance

The policies, coverages, and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as the Certificate Holder and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect

E. Cancellation.

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

**VI.
INDEMNIFICATION**

To the extent permitted under the laws of the State of Texas, Contractor hereby agrees to hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to consumers, arising out of or occasioned by any negligent acts of

Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

VII. TERM AND TERMINATION

1. **Term.** This Agreement is effective from _____, **2009 to August 31, 2010** unless sooner terminated pursuant to this Agreement.
2. This contract is hereby subject to automatic renewal beginning FY 2010 or the next renewal period as applicable. **AUTOMATIC RENEWAL IS SUBJECT TO ISSUANCE OF A RENEWAL LETTER BY THE AGENCY. GOODS OR SERVICES ARE NOT AUTHORIZED FOR ANY RENEWAL PERIOD WITHOUT SAID LETTER.** The contract renewal letter will include any changes to contract terms and conditions to be distributed via mailed correspondence. If Contractor does not notify the Agency of non-acceptance of the contract renewal, within 30 days from the date of the renewal letter, said renewal will be deemed in full force and effect.
3. **Immediate Termination.** Agency may terminate this Agreement immediately if
 - (a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
 - (b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
 - (c) Contractor has become ineligible to receive Agency funds;
 - (d) Contractor has its Texas license or certification suspended or revoked;
 - (e) In the case of the Contractor providing direct services to consumers, failure to disclose a criminal conviction;
 - (f) If the Contractor submits falsified documents, fraudulent billings, or if the Contractor makes false statements.
4. **Termination upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein and/or sixty (60) days written notice if the other party is in default. Such termination shall be ineffective if within the said sixty- (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty- (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency's sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.
5. **Termination without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
6. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

VIII. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Civil Rights Act of 1991 as amended.

2. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, MHMRA will maintain business ethics standards aimed at avoiding real or apparent impropriety, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Contractor by MHMRA employees, directors, officers and agents. At any time Contractor believes there may have been a violation of this obligation or any business ethics standard, Contractor shall notify MHMRA of the possible violation.
3. **Certification of Non-Violation.** Under Texas Government Code §2261.053, Contractor certifies that Contractor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.
4. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.
5. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
6. **Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with DADS rule, state or federal law, or community standard, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.
7. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.
8. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Agency:

Steven B. Schnee, Ph.D.
 Executive Director
 MHMRA of Harris Co.
 7011 Southwest Freeway
 Houston, Texas 77074

If to the Contractor:

9. **Remedies.** All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be

exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

10. Dispute Resolution. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

11. Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term (s) or provision (s).

12. Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference. The exhibits included in this contract are as follows:

- | | |
|------------------|---|
| Exhibit A | Rates and Not to Exceed Amounts for Services to be Provided |
| Exhibit B | Principles and Practices of Contracting with the Mental Retardation Division |
| Exhibit C | Guidelines for Access to Mental Retardation Provider Network |

The Contractor warrants and assures MHMRA of Harris County that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE ENTERED INTO THIS AGREEMENT AS OF THE EXECUTION DATE SET FORTH BELOW AND AS INDICATED BY SIGNATURE OF EXECUTIVE DIRECTOR:

CONTRACTOR

Signature

Printed/Typed Name: _____
Title: _____
Date: _____

I hereby certify that funds are available to pay the obligation of the Agency under and within the foregoing agreement. Executed this _____ day of _____, 2009 in Houston, Harris County, Texas.

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

Steven B. Schnee, Ph.D.
Executive Director

UNIT(S) TO BE CHARGED:

EXHIBIT A

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD: September 1, 2011 to August 31, 2012

SERVICE: In-Home Respite – RO23

SERVICE DESCRIPTION: Contractor will provide respite services to individuals only at their usual residence. Contractor will provide care and supervision of persons on a temporary basis for short periods of time. Services are intended to relieve family members or other primary care provider of a short-term break of their responsibilities for providing care.

PERFORMANCE: Contractor may serve individuals from MHMRA's priority population. Contractor will submit service data utilizing the (Small Group Service Form) per consumer weekly along with approved invoice form. (Note: For Residential service, Contractor shall submit Monthly Summary). Contractor will submit weekly claims for services utilizing MR Network Management's approved invoice form due by 4:00 pm on Fridays after the week of service as outlined in the attached Exhibit D, Timeframe Requirements. Except for the last week of the month, the invoice form is due by the 5th Day of the following month. Along with the weekly invoice, Contractor will also submit a signed and fully completed Respite Voucher which shall match with the Small Group Services form. All consumer related documentation (i.e. staffing minutes, behavior plans, medication monitoring, etc.) will be made available to MHMRA staff. Contractor will maintain compliance with all DADS OR SUCCESSOR AGENCY service standards including data verification requirements.

RECOUPMENT:

Pursuant to the FY2011 Performance Contract, DADS OR SUCCESSOR AGENCY may impose penalties or sanctions against Local Authorities failing to perform any Contract requirement, which may include requiring Local Authorities to pay a penalty for failing to submit accurate information as required under this Contract. One or more sanctions may be required either in addition to or in lieu of a penalty. MHMRA reserves the right to recoup funds from providers whose submissions result in penalties and/or sanctions. For data documentation and invoices submitted late, MHMRA shall apply a penalty fee of 25% reduction rate to the total payment due for the week of services being provided.

RATE AND RATE DESCRIPTION: \$10.80 per hour

POOLED NOT TO EXCEED: \$443,894.00

UNIT(S) INVOLVED: 3569 - 543005

PAYMENT DOCUMENTATION:

Data submission for services rendered per consumer due weekly via the Small Group Services Form. Claims for services will be submitted on the MR Network Management invoice due by 4:00 pm on Fridays after the week of service. Except for the last week of the Month, invoice claim is due by the 5th Day of the following month. A Contractor Payment Approval Form must accompany all requests for payments. Along with the invoice, Contractor will also submit a Respite Voucher per consumer.

EXHIBIT A4

Contractor:

Contract ID#:

Contract Period: September 1, 2011 to August 31, 2012

Service: Clinical Out of Home Respite Services - RO 22

Service Description: COR is intended to provide an opportunity for the assessment of respite services for eligible consumers away from their natural home during times of crisis, such as on-going display of challenging behaviors. COR is designed to have consumers return to their natural home setting after a combination of respite and clinical services (as applicable) have been rendered. COR will **not** be authorized for service/funding until such time that an assessment team has been able to jointly evaluate the case and determined the appropriateness of the referral. Admission may be after regular business hours or on weekends & holidays. Contractor must provide transportation to medical appointments & day programming.

Performance Targets: Contractor may serve individuals from MHMRA's priority population. Contractor will submit service data utilizing the (Small Group Service Form) per consumer weekly along with approved invoice form. (Note: For Residential service, Contractor shall submit Monthly Summary). Contractor will submit weekly claims for services utilizing MR Network Management's approved invoice form due by 4:00 pm on Fridays after the week of service as outlined in the attached Exhibit D, Timeframe Requirements. Except for the last week of the month, the invoice form is due by the 5th Day of the following month. Along with the weekly invoice, Contractor will also submit a signed and fully completed Respite Progress Note which shall match with the Small Group Services form. All consumer related documentation (i.e. staffing minutes, behavior plans, medication monitoring, etc.) will be made available to MHMRA staff. Contractor will maintain compliance with all DADS OR SUCCESSOR AGENCY service standards including data verification requirements.

Recoupment: Pursuant to the FY2011 Performance Contract, DADS OR SUCCESSOR AGENCY may impose penalties or sanctions against Local Authorities failing to perform any Contract requirement, which may include requiring Local Authorities to pay a penalty for failing to submit accurate information as required under this Contract. One or more sanctions may be required either in addition to or in lieu of a penalty. MHMRA reserves the right to recoup funds from providers whose submissions result in penalties and/or sanctions. For data documentation and invoices submitted late, MHMRA shall apply a penalty fee of 25% reduction rate to the total payment due for the week of services being provided.

Rate and Rate Description: \$10.80 per hour maximum of \$259.20 per day. Maximum 5 days authorization.

Pooled Not to Exceed Amount: \$25,000.00

Units involved: 3568 - 543005

Payment Documentation: Data submission for services rendered per consumer due weekly via the Small Group Services Form. Claims for services will be submitted on the MR Network Management invoice due by 4:00 pm on Fridays after the week of service. Except for the last week of the Month, invoice claim is due by the 5th day of the following month. A Contractor Payment Approval Form must accompany all requests for payments. Along with the invoice, Contractor will also submit a Respite Progress Note per consumer.

EXHIBIT B

PRINCIPLES AND PRACTICES OF CONTRACTING WITH THE MENTAL RETARDATION DIVISION

Introduction

The Mental Retardation Division of MHMRA of Harris County receives reimbursement for a variety of services provided to eligible persons residing in Harris County. To be eligible for services, a person must:

1. Have a diagnosis of Mental Retardation, Autism, or a Pervasive Developmental Disorder that dates before the age of 18.
2. Be a current resident of Harris County.
3. Receive a Determination of Mental Retardation (DMR) from MHMRA to verify eligibility.

Within the limits of funding and other contract requirements, consumers choose which services they receive from MHMRA and its Contract Providers. The underlying goal of all programs operated, or funded, by MHMRA of Harris County is to assist persons with mental retardation or developmental delays to develop the skills and access the community supports and resources necessary to learn, work, and live with dignity as contributing members of the community. The Mental Retardation Division will not fund services which segregate consumers from their community, or do not work toward integrating their consumers into the community. The implications of this for programs operating under specific CARE Codes will be discussed below.

General Contract Information

The Mental Retardation Division of MHMRA of Harris County is the provider of last resort for consumers of its services. This means that MHMRA will contract for those services for which there are appropriate private sector program providers. MHMRA will operate programs in those service areas where there are no providers, or where the number of providers offering a particular service is inadequate to meet the workload measures of its contract with other sources. MHMRA will also maintain programs in those areas where there is a need for a “safety net”. At this time, MHMRA of Harris County contracts with the private sector for services under the following CARE codes;

- RO22 – Clinical Out of Home Respite;
- RO23 - In Home Respite;

MHMRA of Harris County may contract with some service providers to provide transportation services for approved consumers.

The MR Division maintains an open enrollment process for all contract providers and places no artificial limits on the number of providers within the MR Provider Network. Because of this, there are several facts that contract providers should be aware of:

- Having a valid contract with MHMRA does not guarantee that any particular provider will receive referrals for services. Referrals are based solely on consumer choice of available programs.
- The contracting process with MHMRA can be quite lengthy, requiring review by several Departments in the Agency and final approval by the Board of Directors. MHMRA staff may not authorize payments under any contract that has not been approved by the MHMRA Board.
- MHMRA uses the Data Verification Manual as the definition of services purchased with State General Revenue funds. We will only contract for services that explicitly meet these definitions. Any entity wishing to contract with MHMRA should become familiar with the definitions for the services they will offer through MHMRA.

Payment\Billing Information

The procedure for submitting an invoice for payment to MHMRA is described elsewhere in this Contract. There are, however, several basic principles that guide MHMRA staff when processing Contractor invoices for payment:

- MHMRA will only pay for services that have been properly authorized. In the MR Division, written authorizations are issued to document service start and end dates. Written authorization to begin services may only come from the MR Network Development Department.
- MHMRA will not pay for services provided for a consumer before the start date of a contract. MHMRA is not obligated to pay for any services rendered before a formal, written and signed contract is in place.
- Payment for authorized services occurs once per month. Each provider, in order to assure that they have the best chance of receiving timely payment for services rendered, should submit their invoices to MR Network Development by the 5th of each month.
- MHMRA will not pay for services billed to the Agency later than 45 days past the end of the month in which services were performed. For example, an invoice for services provided in January 2004 must be submitted to MHMRA no later than March 15, 2004, or payment will not be made for that invoice.

Consumer Choice

MHMR uses the concept of consumer choice to assure that consumers are afforded the same choices that every member of the community have as their right. There are several areas regarding the choices consumers have been presented with that require further explanation here. Violation of any of these principles will result in MHMRA removing a provider from the list of agencies given to consumers when choosing services and service providers.

- No solicitation of consumers (or their families) currently being served by another provider is permitted. Such behavior is considered inappropriate and unethical.
- No action will be taken to change the services for which a consumer is authorized until that consumer (or their guardian) has informed the consumer's Service Coordinator that they wish to make a change in services. Providers may not initiate changes in any consumer's CARE Code or service provider. Changes may only come from the consumer and be authorized by the Service Coordinator.

EXHIBIT C
GUIDELINES FOR ACCESS TO MENTAL RETARDATION PROVIDER NETWORK

Application Process:

Providers may contact MHMRA's MR Network Development Director to request an application or to answer questions regarding the application process.

Jose Ramirez
Mental Retardation Network Development
MHMRA of Harris County
7011 Southwest Freeway
Houston, TX 77074
713-970-3838-Phone
713-970-3997-Fax
mrnd@mhmraharris.org

1. Provider application packet must include the following information to be considered:
 - a. Completed and signed network application
 - b. Signed statement agreeing to provide specific services at rate of payment prescribed
 - c. Attached verification of criminal background check performed within the last 30 days (of date on application date)

2. Applications may be submitted by the following three methods:
 - a. **By faxing to the attention of :**
Alana Lenz, Mental Retardation Network Development
Department, 713-970-3997
Application and documents must be legible for processing.
 - b. By emailing as an attachment to: mrnd@mhmraharris.org
The supporting documents are required for processing. Providers may scan these documents to enable electronic submission. Documents must be legible for processing.
 - c. **By mailing to the following address:**

Alana Lenz
Mental Retardation Network Development
MHMRA of Harris County
7011 Southwest Freeway
Houston, TX 77074

3. Complete applications will be processed, credentials verified, and a determination made within 30 days calendar of receipt of application. Providers will be notified by letter of acceptance or denial of decision. In the case of a denial, provider will be advised of appeal procedures.
4. Absence or falsification of the application or material omission of information requested in the application may result in denial of network privileges.

Site Review Criteria:

A representative of MHMRA's Quality Management Department will evaluate each provider's office prior to initial credentialing. Elements of the review will include:

Safety Review

- A. ADA compliance
- B. Clean and safe environment
- C. Occupancy permits and standards

Record Systems Review

(Compliance with payer requirements and federal billing guidelines)

- A. Valid assessment
- B. Treatment plan is present and based on assessment
- C. Progress notes are completed for each service, reflect treatment plan goals and services rendered
- D. Progress notes include start and stop time for services rendered
- E. Progress notes are signed and dated
- F. Progress notes are completed by person with valid credentials for service rendered
- G. Records are maintained according to State and Federal confidentiality guidelines

Operational Standards Review

- A. Information is posted in relation to complaints, appeals and duty to report processes
- B. Confidentiality policies, consumer rights and privacy notices are provided to consumers
- C. Access and Availability Audits
- D. After Hours Availability Audits
- E. Satisfaction Surveys - DADS conducts annual consumer satisfaction surveys as a mechanism to obtain feedback and quality of care concerns regarding network providers.

Appeal Procedure for Denial of Access to Network:

1. Function and Timeline

- a. The MR Review Committee of MHMRA may make a negative decision based on one of the following but not limited to:
 - 1. Applicable license encumbered or not current
 - 2. Required insurance is not in effect
 - 3. Affirmative responses to questions related to insurance history, sanctions, or other negative history which the MR Review Committee believes may compromise the professional effectiveness or performance of appellant
 - 4. Information from outside sources concerning the provider's qualifications or criminal history which the Committee believes may compromise the professional effectiveness or performance of appellant
 - 5. Variance of information supplied on the application and information obtained from an impartial outside source including but not limited to: Medicare, Medicaid, or any federal health care program sources; and other sources considered relevant by the Committee.
- a. Appeal Timeline
The provider must submit an appeal in writing to the MR Review Committee within 30 calendar days from the written notification of the Committee's decision. The request for appeal must specify the reason(s) the provider feels the decision was inappropriate or incorrect, and must supply supporting information.

2. Level I Appeal

- a. Appeal of the original MR Review Committee decision is considered a Level I Appeal.
- b. The Department Director for MR Network Development chairs the MR Review Committee for the Level I Appeal review, and participates in the voting process for the appeal decision only if there is a tie vote from the committee members present.
- c. The Network Development Director sends a letter to the appellant acknowledging receipt of provider appeal on the next business day.
- d. The discussion during the review is documented and will include the provider's name as well as the names of the members of the committee who participate in the review. Any information the provider supplies must be detailed, documented, and verifiable.
- e. The Network Development Director notifies the provider of the decision within 30 days of the appeal review.

- f. The MR Review Committee will be comprised of :
 - Department Director for Network Development, Chair
 - Department Director for Infant Programs (ECI Services)
 - Department Director for MHMRA-HCS
 - Department Director of Quality Management
 - Program Director for Development/COS
 - Coordinator for Contracts/Respite
 - Budget Coordinator for MR Services

3. Level II Appeal

- a. Appeal of the Level I is considered a Level II Appeal.
- b. The MR Appeal Review Committee will review the Level II Appeal.
- c. The Appeal Review Committee will be comprised of :
 - Deputy Director for Mental Retardation Services
 - General Counsel for MHMRA
 - Department Director for Purchasing/Contracts
 - Chair/Designee of the MR-Planning Advisory Council
- d. The Network Development Director sends a letter to the appellant acknowledging receipt of provider appeal on the next business day.
- e. The discussion during review is documented and will include the provider's name as well as the names of the reviewers. Any information the provider supplies must be detailed, documented, and verifiable.
- f. The Department Director for MR Network Development notifies the provider of the decision within 30 days of the appeal review.
The decision made at the Level II review is final.

4. Special Appeal

- a. Upon approval of contract, providers can appeal decisions made relative to cancellation/termination.
- b. Appeals must be made in writing.
- c. Appeals will be submitted to Executive Director of MHMRA of Harris County.
- d. Review of appeal will be made at the discretion of the Executive Director in a manner such as verbal, writing, meeting, etc.