

INVITATION

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Proposals from Independent Provider(s) and/or Provider Firm(s) experienced in providing Crisis Respite Services for Adults enrolled in MHMRA clinics for one location in Harris County. Services are provided to adults in a crisis respite setting.

Mental Health Mental Retardation Authority of Harris County invites you or your firm to submit a Proposal. If you are interested in submitting a Proposal, please adhere to the ***General Instructions and Requirements*** as outlined in the enclosed Request for Proposal.

Independent Provider(s) and/or Provider Firm(s) shall pay particular attention to all ***INSTRUCTIONS, REQUIREMENTS and DEADLINES*** indicated in the attached documents and should govern themselves accordingly.

In accepting Proposals, MHMRA reserves the right to reject any and all Proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of MHMRA, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposal, MHMRA of Harris County will only release the names of the Independent Provider(s) and/or Provider Firm(s). No other information will be released until after MHMRA's Evaluation Team has evaluated the Proposals, and an award has been made and approved by Executive Staff and MHMRA's Board of Trustees.

We greatly appreciate your efforts and look forward to reviewing your submission.

Nina M. Cook, MBA, CPPB
Purchasing Manager
MHMRA of Harris County

Request for Proposal



Crisis Respite Services for Adults enrolled in MHMRA clinics

**NOVEMBER 2011
Project #: 12/0009**

**MHMRA of Harris County
Purchasing Department
7011 Southwest Freeway
Houston, Texas 77074**

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SECTION I – OVERVIEW

BACKGROUND AND OBJECTIVES

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately (25) twenty-five to (30) thirty thousand Harris County residents each year.

MHMRA is the largest community based provider of clinical services to mental health and mental retardation patients in the United States. It maintains operations at over 25 facilities throughout all parts of Harris County and operates on an annual budget in excess of 191.9 million dollars. The Agency has fixed pricing budgets and all pricing quoted should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified Independent Provider(s) and/or Provider Firm(s) herein after referred to as “contractor”, “vendor” or “provider” to submit Proposals for Crisis Respite Services for Adults enrolled in MHMRA clinics. Crisis Respite Services are to be provided for selected persons determined by Comprehensive Psychiatric Emergency Programs (CPEP) in need of ongoing respite care in a step down setting. Crisis respite services provide short-term (up to 30 days), community-based residential, crisis treatment to persons who have low risk of harm to self or others and may have some functional impairment and who require direct supervision and care but do not require hospitalization. These services generally serve individuals with housing challenges or assist caretakers who need short-term housing to avoid a mental health crisis. Utilization of these services is managed by the Local Mental Health Authority (LMHA) based on medical necessity. Most patients are coming out of intensive crisis situations such as hospitalization or jail. The LMHA will make the determination of appropriateness for level of care and make referrals to the Crisis Respite program.

BACKGROUND INFORMATION

Crisis respite treatment involves 24-hour care that is usually short-term (up to 30 days) and offered to individuals who are at risk of a psychiatric crisis due to a housing challenge and/or severe stressors in the family, but are at low risk of harm to self or others. Individuals must be able to cooperate with staff support. If substance use is suspected that causes more than mild impairment this would not be an appropriate placement. There shall be defined processes in place to address substance use issues. Mild medical co-morbidity (as specified and approved by the facility medical director) is allowed while the individual is taking his/her medications. Crisis respite units shall create a normalized environment. This normalized environment provides a venue for biological, psychological, and social interventions targeted at the current crisis while fostering community reintegration. During facility-based respite, individual and group skills training are provided and are based on the needs of the individual and the goals of their individual crisis plans. Limited supervision shall be provided by trained and competent paraprofessionals. Individuals shall be able to perform their own activities of daily living. With staff supervision, individuals shall be able to self-administer medication. Individuals should have enough medications upon arrival to ensure psychiatric and medical stabilization for the expected length of stay. There are procedures in place to obtain medications for individuals when needed. The primary objective of crisis respite services is stabilization and resolution of a crisis situation for the individual and/or the individual’s caregiver(s). Crisis respite is facility-based and is available for adults. The availability of facility-based respite units is dependent on LMHA funding for this type of respite.

SECTION II - PROPOSAL (RFP) TIME LINE OF EVENTS

Draft Procurement document posted for public comment (14 days)	Thursday, December 1, 2011
Posting of Final RFP	Monday, January 30, 2012
Mandatory Conference to be held at: 7011 Southwest Freeway, Houston, TX 77074	Wednesday, February 15, 2012
Deadline for Questions:	Monday, February 20, 2012 by 4:00 p.m.
Deadline for Final Response to Questions:	Wednesday, February 22, 2012 by COB
Sealed Proposal Due:	Thursday, March 1, 2012 by 10:00 a.m.
Proposal Opening: (Vendor Names on the Proposal Reply forms will be disclosed)	Thursday, March 1, 2012. A public Proposal opening will be held at 10:15 a.m., 7011 Southwest Freeway, Houston, Texas 77074
Anticipated Award Date:	After April Board Approval / May 1, 2012
Anticipated Contract Effective Date:	June 1, 2012

SECTION III - GENERAL INSTRUCTIONS

A. Mandatory Conference / Questions

A Mandatory Conference to be held at 7011 Southwest Freeway, Houston, TX 77074 on Wednesday, February 15, 2012.

Deadline for Questions from Providers: Monday, February 20, 2012 by 4:00 p.m.

Deadline for Final Response to Questions: Wednesday, February 22, 2012 by COB

All questions concerning the **PROPOSAL** specifications must be submitted in writing and faxed to the following team members or emailed to Sharon Brauner, Senior Purchasing Coordinator:

Sharon Brauner, C.P.M., A.P.P., Buyer III Senior Purchasing Coordinator

Ofc: (713) 970 – 7279

Fax: (713) 970 – 7682

Email: Sharon.brauner@mhmaraharris.org

CC:

Nina Cook, MBA, CPPB, Purchasing Manager

Ofc: (713) 970-7287

Nina.cook@mhmaraharris.org

B. Submittal Procedure

The Proposal, subject to all conditions and specifications attached hereto, must be signed in INK by the Independent Provider or a person or officer of the Provider Firm submitting the Proposal that is authorized to enter into contractual agreements on behalf of the Provider. ***Proposals received unsigned will not be accepted.***

Deadline to submit ***“Final Proposal”*** is **Thursday, March 1, 2012 @ 10:00 a.m.** The original Proposal, signed in ink, plus five (5) additional photocopies should be submitted in a SEALED ENVELOPE and delivered to the attention of:

MHMRA of Harris County

Purchasing Department

Attn: Sharon Brauner, Senior Purchasing Coordinator 7011 Southwest Freeway, Houston, Texas 77074

“CRISIS RESPITE SERVICES FOR ADULTS ENROLLED IN MHMRA CLINICS”

DO NOT OPEN UNTIL THURSDAY, MARCH 1, 2012 @ 10:00 A.M.

No Proposal will be accepted after the stated deadline.

Respondents may mail or personally deliver their Proposals to the Purchasing Office of MHMRA at the above address. MHMRA will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

Proposals shall include all documentation as requested in the Request for Proposal.

C. Proposal Opening

A **Public Proposal Opening** will be held immediately following receipt of Proposals on **Thursday, March 1, 2012**, at 7011 Southwest Freeway, Houston, Texas 77074.

D. Non-Discrimination Policy Statement

The Mental Health Mental Retardation Authority of Harris County does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

E. Immigration Reform and Control Act

The Vendor shall provide appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

F. References and Experience

All interested parties will be required to submit with their Proposal a minimum of three (3) local references where interested party has provided services that pertain to this type of project/service. References shall include company name (if applicable), address, telephone number, fax number, contact person and email address. The interested parties must agree to authorize patients to furnish any information required by MHMRA to verify references provided, and for determining the quality and timeliness of previous work performed.

Independent Provider(s) and/or Provider Firm(s) shall submit with their Proposal, documentation of past performance in projects of similar magnitude and resulting customer satisfaction particularly in the areas of professionalism, contract performance, quality of the personnel, responsiveness and flexibility, etc.

G. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the PROPOSAL DUE DATE. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for One hundred and Twenty (120) days after the Proposal due date**. The Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to award Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

H. Permits

Any and all permits as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the interested parties/vendor.

I. Financial Information

Vendors must provide proof of Financial Viability and sustainability for entire contract award period. (Complete all attachments pertaining to Financial Viability)

J. Payments

Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment, each invoice should indicate purchase order number, description of services, unit and total price, vendor's name, and return remittance address.

K. Price Adjustments

Vendor will be required to honor their proposed prices for the term of the contract period. In the event of a price increase Mental Health Mental Retardation Authority of Harris County reserves the right to terminate the Contract completely, request Proposals from other vendors and/or re-solicit the entire package. Final decision and appropriate action taken will be made in the best interest to MHMRA.

L. Historically Underutilized Business (HUB)

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB'S) in contracts for constructions, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate and/or City of Houston M/W/DBE Certificate. (If your firm is not certified, please submit Attachment D, if you intend to subcontract services. If not, write "none" on Attachment D, and submit it.)

M. Minority / Women and /or Disadvantaged Business

This Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses (M/W/DBE's) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of City of Houston M/W/DBE certificate.

If your firm is not certified, please submit Attachment D, if you intend to subcontract services. If not, write "none" on Attachment D and submit it.

N. Direct or Indirect Assignment

The successful vendor will not be permitted to directly or indirectly assign rights and duties under the contract without express written approval by MHMRA.

O. Professional Certifications and/or Licensures

The successful Independent Provider(s) and/or Provider Firm(s) must provide documentation of current professional credentials for the professional services delivered as required by authorities having jurisdiction; local, state, county, and/or federal, and are the total responsibility of the interested parties/vendor.

P. Form W-9

Vendors are to complete Form W-9 and Submit with their Proposal documents. <http://www.irs.gov/pub/irs-pdf/fw9.pdf> (Attachment C)

SECTION IV - PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposals

Any Proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

B. Offer and Acceptance Period

All Proposals must be an irrevocable offer valid for one hundred and twenty (120) days after the Proposal opening.

C. Late Proposals

Proposals received after the stated deadline shall be deemed late and will not be considered.

D. Irregularities in Proposals

Except as otherwise stated in this Request for Proposal, evaluation of all Proposals will be based solely upon information contained in the vendor's response to this Proposal. MHMRA shall not be held responsible for errors, omissions or oversights in any vendor's response to this Proposal. MHMRA may waive technical irregularities, which do not alter the price or quality of the services.

MHMRA shall have the right to reject Proposals containing a statement, representation, warranty or certification which is determined by MHMRA and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any Proposal.

The inability of a vendor to provide one or more of the required components or specified features or capabilities required by this Proposal does not, in and of itself, preclude acceptance by MHMRA of the Proposal. All Proposals will be evaluated as a whole in the best interest of MHMRA.

E. Oral Presentations

Any vendor that submits a Proposal in response to this request may be required to make an oral presentation for further clarification upon MHMRA's request.

F. Amendments to the Proposal

If it becomes necessary to revise any part of this Proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each vendor via faxed amendment or e-mail.

G. Availability of the Proposal

After opening, each Proposal, except those portions for which a vendor has included a written request for confidentially (e.g., proprietary information), shall be open to public inspection.

H. Retention of Proposals

All Proposals considered by MHMRA shall become the property of MHMRA and shall not be returned.

I. Notice “Not to Participate” Form

Vendors must respond to the Proposal request whether they can or cannot provide the products, supplies and/or services listed in the Proposal request. *(See Attachment B – Notice “Not to Participate” Form).*

J. Incurred Expenses

MHMRA shall not be responsible for expenses incurred by a vendor in the preparation and submission of a Proposal. This provision also includes any costs involved in providing an oral presentation of the Proposal.

K. Local Office

The successful Independent Provider(s) and/or Provider Firm(s) will be required to demonstrate their capability to provide services within Harris County.

L. Locations

MHMRA provides services to adults living in various locations throughout Harris County.

M. Deviation Form

Each Proposal shall contain a Deviation Form, which states the prospective vendor’s commitment to the provision of this Request for Proposal. An individual authorized to execute contracts shall sign the Deviation Form. Any exception taken to the terms and conditions identified in this Proposal Package including the sample contract must be expressly stated in the Deviation Form. *(See Attachment A – Deviation Form)*

N. Subcontractors

All provisions and/or stipulations within this Request for Proposal also apply to any authorized subcontractors. The successful Independent Provider(s) and/or Provider Firm(s) will not be permitted to directly or indirectly subcontract any rights and duties under the contract without the express written approval and consent of MHMRA.

O. Term of Contract

The intent of the RFP is to award a one (1) year initial period of performance with two (2) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance and funding availability which will be reviewed on an annual basis. The contract shall commence with a tentative commencement date of June 1, 2012, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein through May 31, 2015.

P. Pricing

Each vendor shall provide responses to “Proposal Reply” page(s) with total pricing in the requested format.

Q. Licensure

The vendor shall submit, with their proposal, a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: local, state, county, and/or federal.

SECTION V - INSURANCE REQUIREMENTS

A. General Policy Requirements:

1. Policies, Coverages, and Endorsements.

Contractor agrees to maintain 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.

A: Commercial General Liability

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$500,000
Each Occurrence	\$500,000
Fire Legal Liability	\$50,000

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

B: Professional Liability

General Aggregate	\$1,000,000
Each Occurrence	\$500,000

C: Business Automobile if transporting our consumers

Combined Single Limit Bodily Injury & Property Damage	\$500,000
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D: 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

E: Medical Malpractice Insurance for Physicians if applicable

General Aggregate	\$3,000,000
Each Occurrence	\$100,000

**A CURRENT “CERTIFICATE OF INSURANCE”
MUST ACCOMPANY ALL PROPOSALS**

F: Contractors that are self-insured through their own Self-Insurance Program must adhere to the insurance regulations applicable to the Contractor and shall furnish appropriate evidence to the Agency of the existence of such coverage for the services being provided to the Agency.

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

3. 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.

4. 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 an Additional Insured party and 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.

5. 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.

6. Contractors that are self-insured through their own Self-Insurance Program must comply with all regulations applicable to the Contractor and shall furnish appropriate evidence to the Agency of the existence of such coverage for the services being provided to the Agency.

7. If Contractor is a Texas state Agency or governmental entity, including an institution of higher education of the State of Texas, subject to Chapters 101 and 104 of the Texas Civil Practice and Remedies Code, it shall not be required to maintain the insurance coverage set forth in Part V, section 1, above. In lieu of such coverages, Contractor agrees to maintain a self insurance Plan for Professional Liability Insurance pursuant to Chapter 59, section 59.01 of the Texas Education Code and a self-insured Workers Compensation Insurance Plan pursuant to Texas Labor Code Chapter 502, 503 or 504 as applicable. Such Contractors authorized under section 59.01 of the Texas Education Code must comply with all regulations applicable to the Contractor and shall furnish appropriate evidence to the Agency of the existence of such coverage for the services being provided to the Agency.

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.

Contractor may assume the defense of, and may settle, that part of any action commenced against the Agency for which the Contractor is obligated to indemnify Agency or hold Agency harmless and Contractor may take such other steps as necessary for Contractor to protect itself. If Contractor assumes such defense, the Agency shall have the right to participate in such defense at the Agency's option. The Agency may assume the defense of, and may settle, that part of any action commenced against the Contractor, subject to the statutory requirement that the Texas Attorney General represent the Contractor if applicable, for which the Agency is obligated to indemnify Contractor or hold Contractor harmless and the Agency may take such steps as are necessary to protect itself. If the Agency assumes such defense, Contractor shall have the right to participate in such defense at Contractor's option.

SECTION VI - PROPOSAL REPLY CONTENTS

Title Page:

- Name of vendor, local address, telephone number, fax number, e-mail address and contact name.

Table of Contents:

All Proposals must include the following information:

- Clear identification of information by section and page.
- List of at least three (3) references, including contact person, telephone number, fax number and email address.
- Identification of all services provided.
- Proposed Pricing for one (1) year initial period of performance with two (2) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance, which will be reviewed on an annual basis.

Proposal:

- As Applicable, Independent Provider(s) and/or Provider Firm(s) must provide a brief history of company and ownership, date started business, current total number of employees, employee turnover rate and include any special accommodations/services that could be provided
- Must be typed or printed in INK.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their Proposal any additional descriptive information about their services, which they believe, might be helpful.
- All Proposals must be submitted with one original and five (5) additional photocopies and mailed or delivered in a sealed envelope to MHMRA of Harris County by date and time stated.

Additional documents to be submitted:

- Proposal Signature Page. Must bear the **original signature in INK** of the Independent Provider or a person or officer of the Provider Firm submitting the Proposal that is authorized to enter into contractual agreements on behalf of the Provider. ***Proposals received unsigned will not be accepted.***
- Proposal Reply Pages
- Deviation Form (Attachment A)
- Notice "Not to Participate" Form (Attachment B)
- Completed Form W-9 (Attachment C)
- Submit proof of Historically Underutilized Business "HUB" State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment D)
- Reference list
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Proof of Insurance
- Policy & Procedure for criminal background checks of personnel or subcontractor that would gain entrance to MHMRA properties and/or written consent to authorize MHMRA to conduct criminal background checks as applicable
- Documentation of Contractor's professional and educational qualifications for services to be delivered including copies of certifications, licenses, and/or registrations
- Vendors must provide proof of Financial Viability and sustainability for entire contract award period. (Complete all attachments pertaining to Financial Viability)
- **MHMRA Exhibits A-U (Exhibits A-H and M are attached and are to be returned signed. Exhibits I-U are submissions by applicant)**
- Instructions to Complete Applications (For ALL applicants)
- MHMRA Facility/Group Application (include ALL required documentation) *For Facilities only*
- Texas Standardized Application 2007 (include ALL required documentation)- To be completed by licensed staff only

SECTION VII - SPECIALIZED SERVICES TO BE PROVIDED FOR CRISIS RESPITE SERVICES FOR ADULTS ENROLLED IN MHMRA CLINICS

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified Independent Provider(s) and/or Provider Firm(s) herein after referred to as “provider”, “vendor” or “contractor” to submit Proposals for **CRISIS RESPITE SERVICES FOR ADULTS ENROLLED IN MHMRA CLINICS**. Independent Provider(s) and/or Provider Firm(s) shall provide these services on an as-needed basis as determined by MHMRA CPEP program staff.

A. SCOPE OF SERVICE

Professional Services which may be provided by Independent Provider(s) to MENTALLY ILL ADULTS IN NEED OF CRISIS RESPITE SERVICES include:

Case Coordination to include--Assessing needs of patient; developing crisis treatment plan; making referrals for continuity of care; locating resources specific to patient’s needs; facilitating family meetings with patient’s families; locating previous documentation of mental illness; identifying future habitation opportunities; providing assistance with applying for benefits; assisting with making appointments and teaching to make their own appointments for medical and other necessary services; following up with probation or parole issues; making referrals to Homeless court.

Monitoring of Self Administration of Medication as well as communicating with appropriate medical personnel regarding symptoms management, appointments, and insurance benefits; locating alternative sources of payment for medications; educating patients on their illness and side effects of medication; performing Urinary Drug Screens and Alcohol testing as needed.

Individual and/or group skills training on personal grooming and hygiene, communication skills, assertiveness, recognizing signs of crisis and how to manage, stress reduction, methods for anxiety reduction, time management, money management, personal organization skills, recognizing their own triggers, preventing relapse, socialization, avoiding isolation, managing conflict, engaging and establishing rapport with medical staff, leisure skills, anger management, household management of laundry and cleaning chores, shopping, budgeting skills, nutrition and cooking skills, appropriate storage of food, personal and apartment safety skills, bus and other public transportation training, use of the computer and internet, obtaining ID and utilizing social service agencies that offer various services to homeless and marginally homeless persons, obtaining Harris county gold card for medical needs, applying for and obtaining food stamps, applying for Social Security benefits, obtaining food from Food Pantries, obtaining clothing from clothing pantries, locating free or low cost hair appointments.

The Facility will be responsible to provide any medication that the patient cannot obtain through their Harris County gold card or from their psychiatric clinic. This will include over the counter medications as well as prescription medications. The facility will also provide grooming and hygiene items, cooking, cleaning and laundry supplies, medical well-being supplies such as diabetes test strips, pregnancy kits, drug screen kits, alcohol screen kits, food for persons not eligible for food stamps, necessary clothing items not obtained through clothing pantries (such as undergarments or items for very hard-to-fit persons), leisure and hobby supplies and bus passes for appointments that the patient has scheduled.

Psychiatric specialists will be available at all times for various skills teaching moments as well as keeping patients engaged in conversations and maintaining an atmosphere of cooperation and collaboration. They are required to intervene in a manner consistent with the principles of PMAB if there are aggressive moments occurring and will use their skills and training to de-escalate any situation that might lead to physical or verbal aggression. They will make use of downtime by keeping the physical plant of the program clean and neat and encouraging the patients to do the same. They are responsible for general cleaning of offices and bathrooms if there is no other designated cleaning staff engaged. Psychiatric specialists must also be MHMRA-approved drivers.

B. SPECIFICATIONS

Vendor (Contractor) Responsibilities:

1. Adhere to all Department of State Health Services (DSHS) Mental Health Performance Contract requirements found at (<http://www.dshs.state.tx.us/mhcontracts/ContractDocuments.shtm>) and all standards outlined in the Department of State Health Services for Crisis Respite Services and Residential facilities must further be adhered to in FY 12 Contract <http://www.dshs.state.tx.us/mhcontracts/ContractDocuments.shtm>.
2. Demonstrate proven experience with the severely mentally ill especially those with substance abuse diagnosis, chronic housing challenges, and history with the criminal justice system -with no less than 5 years documented experience.
3. Be a sole facility with a capacity of 16 beds that can be dedicated to Crisis Respite for the mentally ill; with an average of 14 beds per day filled. Contract will be awarded to one facility only.
4. Please indicate proposed rate for "Services" as described in this proposal per bed day basis on the Proposal Reply Page. Describe the methodology for setting this rate, including how administrative overhead is allocated. Provide a detailed proposed budget summary for the Service. Agree that bed day charge is inclusive of all operational, staffing, facility related costs in addition to all services described in this document, all services listed in this RFP's Performance Measure Target Duties, all services listed in Exhibit A, as well as all services listed in DSHS contract especially those outlined in Item V for Crisis Facility Respite and Residential settings. This services includes but is not limited to food for clients, facility costs, staffing costs, transportation, all client incidentals based on individual needs etc. Agreed upon amount is contingent upon availability of funding to MHMRA.
5. The Patients utilizing these beds reside in Harris County and are eligible to receive Services from or through the Local Authority. Services will be authorized by the Local Authority in accordance with DSHS Utilization Management Guidelines and Crisis Program staff. All Services must be based on each Patient's acuity and level of care (LOC)/functioning, behavioral health needs, current Harris County Treatment Plans, and coordinated with all of the Patient's current Harris County direct services provider(s).
6. The ratio and types of beds may be changed based on Harris County community needs.
7. Demonstrate financial viability of the organization to sustain itself financially for over one year with proposal on how to transition patients back to LMHA in event of financial instability. Complete all requested financial materials sited.
8. Agree to use a group of credentialed staff with the following qualifications as defined by DSHS: 1 LPHA/Program Manager (coverage of 40 hours per week), 2 QMHPs (each with coverage of 40 hours per week), 2 Psychological technicians (24 hours/7 days a week), 1 Part-time LVN (24 hours/7 days a week). Individuals must submit materials to be credentialed by MHMRA credentialing committee via Texas Standard Application and copies of defined licensures, etc. There should be two paraprofessionals on each shift regardless of other staffing patterns.
9. MHMRA LPHA's will make referrals to Crisis Respite's LPHA in writing, who then reviews documentation as appropriate in the Agency data base. Referrals are taken from the assigned case worker and/or LPHA at MHMRA Crisis Units, including the CSU, CRU, MCOT, PATH and CCU programs. Other referrals may come from the Harris County Psychiatric Center social workers and/or physicians and other referring sources as deemed appropriate by the MHMRA LPHA. Additional documentation provided by referral source is reviewed and determination for appropriateness for program is determined. Referrals are not limited to CPEP programs but can be received from other MHMRA programs and outside social services and hospitals. The MHMRA LPHA determines appropriateness for services through face to face interviews with patient and referral source utilizing a brief psychosocial assessment, with ultimate authorization given if needed by the Medical Director. The contractor's LPHA can further review the admission referral and patient if deemed necessary.
10. Both the contractor's LPHA and the MHMRA LPHA will review the length of stays of patients to ensure that compliance with program requirements is met.
11. Work with the MHMRA mental health clinics.
12. Notify the MHMRA Case Manager of any changes or admissions to hospitals.

13. Establish a secure and safe therapeutic milieu for female and male patients where access and egress are controlled.
14. Treatment, for clinical purposes, is to be provided in English except when the patient's comprehension justifies the use of communication in the primary language of the patient.
15. Provide data, upon request, to MHMRA for, reimbursement, case coordination, and/or contract compliance purposes.
16. Bill for services monthly; 30 days initial authorization given
 - a. Vendor must use attached billing forms or approved form.
 - b. Billing is due by the 2nd business day after the month in which services were rendered.
 - c. Payment shall be made within 30 days after receipt of the claim form or approved invoice form, whichever is the latest. Payment may be delayed, adjusted or withheld, 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.
 - d. Claim forms for services must be received no later than the 2nd business day after the month in which services were rendered. Claim forms for services received later than the 2nd business day on which the prior month services were rendered will be denied due to untimely filing.

Invoices or claims shall be submitted in duplicate as follows:

- (i) Invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract.
- (ii) Original sent to Agency staff member authorized to approve billing to the following mailing address:

MHMRA of Harris County
 Attn: MH Authority Support
 Services
 7011 Southwest Freeway
 Houston, Texas 77074

17. Each person delivering services in the Crisis Respite Program must have training as determined by the MHMRA Director of Quality Management. MHMRA will not pay for staff training if required but will permit staff to attend MHMRA classes with no cost for course work.
18. Facility contractor must have a location in Harris County to present to LMHA secured under lease/ownership that passes LMHA's site audit with 16 beds prior to the award date listed on this RFP that meets all the DSHS and ADA requirements.
19. Potential contractor must attend mandatory meeting on February 15, 2012 in Harris County to review Crisis Respite requirements.
20. Demonstrate financial viability with company to sustain facility for entire contract award period. Complete required materials attached.
21. Deadline for program to become operational is no later than June 1, 2012 and have complied with all audits and local and state guidelines.
22. Contractor will meet all performance measures as defined within proposal.
23. Knowledge and ability to acquire and maintain an Assisted Living Type A or Type E license issued by the Department of Aging and Disability Services (DADS) or approval from DSHS to operate the facility as a Crisis Respite Facility under licensure exemption according to THSC Chapter 247, §247.004.
24. Contractor must be able to be approved for all Harris County facility/fire permits in time for the contract agreement award deadline.
25. Ability to provide administrative, paraprofessional, and qualified 24-hour wake staff in the Crisis Respite facility, coordinate with MHMRA of Harris County to immediately stabilize a behavioral health emergency, implement and monitor the respective Center's Crisis Treatment Plan and comply in all respects with the standards set forth in Information Item V of the DSHS FY--2012 Performance Contract for delivery of Crisis Respite Services.
26. Obtain the Assisted Living Type A or Type E license from DADS or approval from DSHS to operate the facility as a Crisis Respite Facility under licensure exemption according to THSC Chapter 247, §247.004 and maintain this license/approval for the duration of services.

27. Provide administrative, paraprofessional and qualified 24 hours/7 days a week staffing for the 16-bed Crisis Respite unit.
28. Furnish all other goods and services necessary to provide Crisis Respite Services in accordance with Information Item V of the DSHS FY12 Performance Contract.
29. Comply with all reporting requirements of MHMRA of Harris County.
30. Demonstrate a Program satisfaction from patients with overall satisfaction not below 90% with none of the 3 areas falling below 80% in given month;
 - Education on your symptoms and treatment
 - The efforts of the staff to help you manage your crisis
 - Do you feel you will be able to deal more effectively with your problems
31. Demonstrate the continued trends of showing a reduction in use of hospitalization and crisis services post Crisis Respite care.

C. PERFORMANCE TARGETS

Contact referral source with schedule for face-to-face interview with potential patient. Interview the patient within 24 hours of a vacancy in the program to determine eligibility for crisis respite service. Obtain and review any current documentation available and request documentation and/or current and recent psychiatric, medical and nursing assessments from referring sources within 24 hours of interview. Arrange for transportation to the program. Admit to program within 24 hours of determination of appropriateness from the LMHA's approved referral.

Perform duties in a timely, accurate, courteous and informative manner.

1. Response Time – Complete intake, reviewing rules of program and other paperwork within 4 hours of admission to program. QMHP to complete assessment of needs within 48 hours of admission to program.
2. Procedural Safeguards, Safety and Security-- Vendor shall be responsible for maintaining: Annual Agency training requirements including CPR and First Aid, Prevention and Management of Aggressive Behaviors, Confidentiality and HIPPA standards, Protection of Patient Rights and Prevention of Abuse and Neglect Training, Annual Training in Universal Precautions, Supervision of Self Administration of Medication, training in Co-occurring Psychiatric and Substance Disorders, Case Management training, Mental Health First Aid training and any other training required by the Agency of Direct Care and Supervisory staff.
3. Timeliness / Reliability –QMHP will meet with patient on a regular basis, at least three times weekly, reviewing and training on independent living skills and coaching on various goals and objectives as listed in their crisis treatment plan. QMHP will regularly monitor progress on plan and assist with referrals to further their steps toward independent living and crisis resolution. QMHP will develop a discharge plan within 1 week of anticipated discharge from respite program.
4. Communication-- QMHP will communicate with other service providers as appropriate and keep medical providers apprised of status as appropriate.
5. Progress Notes-- Write progress notes about each session held with patient within 24 hours of session in the format required by the LMHA.
6. Experience and Professionalism –Support and Follow-Up –Staff involved with direct care of patient should have level of experience appropriate to manage patients with multiple mental disabilities, as well as co-occurring substance issues. Staff should be able to recognize physical symptoms of toxicity from medications as well as behaviors associated with certain medication use or overdose. Staff should provide a neutral, but supportive attitude with patients, devoid of judgmental expressions and behaviors in order to help the patient manage their crisis and illness and obtain their treatment goals.

SECTION VIII –Evaluation Criteria

AWARD CRITERIA AND SCORING	MAXIIMUM SCORE
1. Experience/Capabilities in Providing the Service: Number of years experience providing crisis respite services. Demonstrated ability to satisfactorily provide all required services. Demonstrated ability to meet DSHS Crisis Respite Services standards. Staffing patterns: number of years of relevant experience per shift. Access to clinical supervision. References. Responses in full throughout listed Exhibits. Description of how program will operate.	25%
2. Financial Viability: Company must proof viability and sustainability for entire contract award period stated.	25%
3. Risk Profile: Process in place for evaluation of services provided including quality of services, satisfaction of contracting entities and customers. Evidence of follow-up improvement activities based on results of evaluations. Evidence of in-service staff training: topics, frequency, mode. Stable workforce evaluated on turnover and tenure reports. Retention efforts identified. Provisions for confidentiality of calls and information. Financial resources sufficient to satisfactorily provide the services. Number of years in business. History of compliance with laws relating to business operations with the service provided. Current Historically Underutilized Business (HUB) status.	25%
4. Cost/Fee Proposal: A cost proposal which offers maximum benefits and cost effectiveness. Does not exceed defined limits. The long-term cost to the Center and cost savings. Best Value to MHMRA of Harris County, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making.	25%
Total number of possible points	100%

Any award made based upon this Request for Proposal will be based upon Best Value to MHMRA of Harris County, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making. The Local Authority may interview selected Proposers who submit complete Proposals.

SECTION IX –PROPOSAL REPLY PAGE

CRISIS RESPITE SERVICES FOR ADULTS ENROLLED IN MHMRA CLINICS

Proposal Opening: 10:00 a.m., Thursday, March 1, 2012

Submitted by: _____

The intent of the RFP is to award one (1) year initial period of performance with two (2) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance and funding availability which will be reviewed on an annual basis. The contract shall commence with a tentative commencement date, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

Agree that bed day charge is inclusive of all services outlined in this RFP and those detailed out in the DSHS contract for Crisis Respite and Residential services. Agree to use appropriately credentialed staff listed in RFP to perform the services listed for the bed rate for Crisis respite care including costs of facility operations. Any award made based upon this Request for Proposal will be based upon Best Value to MHMRA of Harris County, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making.

1. Please indicate proposed rate for “Services” as described in the proposal per bed day basis. Describe the methodology for setting this rate, including how administrative overhead is allocated. Provide a detailed proposed budget summary for the Services. Agree that bed day charge is inclusive of all operational, staffing, facility related costs in addition to all services described in this document, all services listed in RFP’s Performance Target Duties, all services listed in Exhibit A, as well as all services listed in DSHS contract especially those outlined in Item V for Crisis Facility Respite and Residential settings. These services include but are not limited to food for clients, facility costs, staffing costs, transportation, all client incidentals based on individual needs etc. Agreed upon amount is contingent upon availability of funding to MHMRA. No additional charges will be accepted.

Please provide rate for bed day service based on daily 24 hour rate: \$_____.

List out all requirements above:

1. Administrative Overhead Allocation
2. Budget Summary
3. Methodology for Setting rate

SECTION X –SIGNATURE PAGE

CRISIS RESPITE SERVICES FOR ADULTS ENROLLED IN MHMRA CLINICS

Proposal Due Date: 10:00 a.m., Thursday, March 1, 2012

(Proposals received later than the date and time above will not be considered.)

OFFERORS NOTE!!

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples.

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS ON BEST VALUE FOR ANY OR ALL MATERIALS/SERVICES 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 OR MORE CONTRACTORS.

Independent Provider and/or Provider Firm Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone No: _____ **FAX No.** _____

Email Address: _____

Type or Print Name: _____

***Authorized Signature in INK:** _____ **Date:** _____

Title: _____

**** Authorized Representative MUST sign below in INK; failure to sign WILL disqualify this offer.***

SECTION XI - ATTACHMENTS

A - DEVIATION FORM

B - NOTICE "NOT TO PARTICIPATE" FORM

C – Form W-9, Rev. December 2011, Request for Taxpayer Identification Number and Certification
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

D - HUB Subcontracting Plan (Historically Underutilized Business)

E – Sample DRAFT Contract

ATTACHMENT A

DEVIATION FORM

All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective vendor assures MHMRA of their full agreement and compliance with the Specifications, Terms and Conditions.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective vendor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. **(ATTACHMENT A)**

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

SPEC # Section # Or Page #	DEVIATION(S)

Independent Contractor and / or Firm

Authorized Signature

Date

ATTACHMENT B

NOTICE "NOT TO PARTICIPATE" FORM

Dear Vendor

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:

- I/Our Company cannot provide the products, supplies and/or services listed in this request. Please MOVE my/our name and address to the following category(ies) so that we may bid at a later date:

Category(ies): _____

- I/We have chosen NOT to submit a bid/proposal at this time, but would like to remain on your list for this bid/proposal category. We did not submit a bid/proposal because:

Reason(s): _____

- Please REMOVE my/our name from all MHMRA of Harris County lists until further notice.

Reason(s): _____

Independent Provider and/or Provider Firm Name: _____

Representative: _____

Please Print

Address: _____ Phone () _____

E-mail: _____ Fax () _____

PLEASE RETURN THIS FORM ONLY TO:

**MHMRA of Harris County
Purchasing Department
Notice "Not to Participate" – CRISIS RESPITE SERVICES FOR ADULTS ENROLLED IN
MHMRA CLINICS
7011 Southwest Freeway
Houston, Texas 77074**

Authorized Signature: _____

Title: _____ **Date:** _____

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED BID FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.

Thank you for your time and assistance.

ATTACHMENT C – FORM W-9, Rev. December 2011, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form W-9, Pages 1 – 4

Attached

Vendors are to complete this form and submit with their response to this Request for Proposal documents. Go to attached link for W-9, if an invitation to this Request for Proposal was emailed.

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

ATTACHMENT D

**HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS**

(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR TO IDENTIFY SUB-VENDORS SELECTED FOR WORK ON THE CONTRACT)

Vendor _____ Vendor Identification Number: _____

Address: _____

Phone: ____ - ____ - ____ Bid/Proposal Number: _____ Contract Amount: _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

Phone: ____ - ____ - ____ Is the subcontractor a certified HUB? ____ Yes ____ No

If yes, enter the GSC Certificate (VID) number: _____

Dollar amount of contract with subcontractor /supplier: \$ _____

Percentage amount of contract with subcontractor /supplier: % _____

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER

Contract ID No. 0000

STANDARD PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____, 2012 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 NAME OF PROVIDER ("Contractor"), with offices at PROVIDER'S PHYSICAL ADDRESS for the purpose of providing specialized services.

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 case management, utilization review, quality management oversight and claims administration services to eligible individuals that are customer friendly and consumer focused;

WHEREAS, Contractor desires to contract with Agency to provide as a duly licensed, certified or registered practitioner under the laws of the State of Texas certain mental health services, and Contractor wishes to join the network of providers to receive consumer referrals from the Agency;

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 Cami Manley and designated staff. The Agency staff member responsible for overseeing this Agreement is Barbara Dawson.

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 venturer, 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. Contractor acknowledges and agrees that Contractor is required to provide services according to Texas Department of State Health Services ("DSHS") guidelines and is solely responsible for all decisions regarding medical care and treatment to those Consumers that are referred to Contractor for treatment and that the traditional relationship between Practitioners and Patients shall be in no way affected by the terms of this Agreement, notwithstanding the fact that the Agency is responsible for determinations concerning claims, utilization review, coverage and benefit payment issues. Any determination by the Agency denying approval for a particular service shall not relieve Contractor from providing or recommending such service s/he deems appropriate. Contractor shall not render any service that is not a covered service and

the contractor will be solely responsible for the cost thereof without the signed agreement of the Consumer to assume the cost of the service.

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III.
OBLIGATIONS OF CONTRACTOR

1. Services. The Mental Health 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 Exhibit A-Crisis Respite Services for Adults Enrolled in MHMRA Clinics. 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 Texas Department of State Health Services ("DSHS") Community Service Standards, and other State and Federal service standards.

(b) The Agency will not pay for services provided before authorization to begin services has been given by appropriate Agency staff.

(c) The rates for each service are set forth in Exhibit A-Crisis Respite Services for Adults Enrolled in MHMRA Clinics.

(d) The Agency will only pay for services that explicitly meet the definition for those services set forth in the DSHS Data Verification Criteria Manual. Copies of this manual are available @ <http://www.dshs.state.tx.us/mhquality/dvcmanuals.shtm>. Copies of this manual and/or the sections applicable to the Contractor's services may also be obtained through the MHMRA Quality Management Department. DSHS 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.

2. Qualifications. Contractor will comply with relevant Texas Department of State Health Services (DSHS) rules and community standards, certifications, accreditations, and licenses and any other professional and educational qualifications as set forth in Exhibits B-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 DSHS 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 DSHS Community Services Standards is available @ <http://www.dshs.state.tx.us/mhcontracts/contractdocuments.shtm> 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 DSHS Community Services Standards, the Agency's Quality Management Department and Local Authority Guidelines, set forth in Exhibit C 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 and will inform Network Management of any changes in this status during the contract period.

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.

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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. Responsibility for Consumer Funds. If Contractor assumes responsibility for the funds of a consumer, Contractor will abide by written policies approved by the Agency and will protect and account for such funds in accordance with generally accepted accounting principals.

9. Telemedicine Medical Services. If Contractor provides telemedicine medical services, Contractor shall ensure that the services are implemented in accordance with written procedures and using protocol approved by the Agency's medical director that includes the following requirements:

- (a) Clinical oversight by Contractor's Chief Medical Officer or designated physician responsible for medical leadership;
- (b) Contraindication considerations for telemedicine use;
- (c) Priority in scheduling the system for clinical care of consumers;
- (d) Quality oversight and monitoring of satisfaction of the consumers served; and
- (e) Management of information and documentation for services that ensures timely access to accurate information between the two sites.

10. 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 is in Exhibit D. Proof of all required training shall be submitted to the Agency within thirty (30) calendar days of contract start date (all training needs to occur before the contractor serves consumers). 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.

11. 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.

12. 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 with applicable law, including federal and state laws, DSHS rules, and the Texas Department of Family and Protective Services (DFPS) rules.
- (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 Quality Management Department.
- (d) Contractor agrees to post all required rights, abuse/neglect and complaint information as required by the Agency.

13. 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 of the Texas Administrative Code.
- (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. of the Texas Administrative Code, then the Contractor/subcontractor will take appropriate action with respect to the applicant or employee, including

terminating or removing the employee from direct contact with persons with a mental disability served by the Contractor/subcontractor; and

(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.

(d) Contractor shall provide the Agency a letter of assurance 30 days prior to any renewal year that an annual criminal background check (such as the Texas DPS criminal check) has been conducted on any contractor/subcontractor's employees who have direct contact with consumers. Failure to provide requested information may result in suspension of contract services.

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

15. 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, and the HITECH ACT, Public Law 111-005, collectively referred to herein as "Privacy Requirements".

(ii) Representations.

(1) Contractor represents that Contractor and their employees have received training regarding the Privacy Requirements. See Exhibit D-Training Requirements.

16. 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 DSHS or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.

In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, the Mental Health Mental Retardation Authority of Harris County (MHMRA) and the Contractor do hereby agree that:

(a) The State Auditor's Office (SAO) may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;

(b) Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and

(c) Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the state auditor with access to any information the state auditor considers relevant to: (A) evaluating the entity's performance under the contract or subcontract; (B) determining the state's rights or remedies under the contract; (C) evaluating whether the entity has acted in the best interest of the state.

17. 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.

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

19. 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.

20. Financial Review. Contractor agrees that during the term of the Agreement, the Contractor shall maintain the required standards in the areas of financial viability and quality management. These requirements may be reviewed at quarterly and /or annual review periods at the discretion of MHMRA with reasonable notice to the Contractor.

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 attached as Exhibit A, a pooled amount not to exceed \$300,000.00 for the Agency fiscal year 2013.

(b) The payment amount will be based on a monthly 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 second (2) calendar day of the month following that in which the services were rendered.

(c) Invoices or claim forms for services received later than the 2nd business day of the month after the date on which the services were rendered will be denied due to untimely filing.

(d) Payment shall be made within 30 days after receipt of the claim form or approved invoice form, whichever is the latest. Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. If MHMRA is upstreaming a provider claim for payment, the Contractors payment will be made within 30 days of payment from the upstream payor to MHMRA. MHMRA retains the right to offset payments for future claims paid where a deficiency is noted after payment has been processed.

Invoices or claims shall be submitted in duplicate as follows:

- (i) Invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract.
- (ii) Original sent to Agency staff member authorized to approve billing to the following mailing address:

MHMRA of Harris County
Attn: MH Authority Support Services
7011 Southwest Freeway
Houston, Texas 77074

(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. 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. General Policy Requirements:

1. Policies, Coverages, and Endorsements.

Contractor agrees to maintain 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.

A: Commercial General Liability

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$500,000
Each Occurrence	\$500,000
Fire Legal Liability	\$50,000

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

B: Professional Liability

General Aggregate	\$1,000,000
Each Occurrence	\$500,000

C: Business Automobile if transporting our consumers

Combined Single Limit Bodily Injury & Property Damage	\$500,000
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D: 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

E: Medical Malpractice Insurance for Physicians if applicable

General Aggregate	\$3,000,000
Each Occurrence	\$100,000

F: Contractors that are self-insured through their own Self-Insurance Program must adhere to the insurance regulations applicable to the Contractor and shall furnish appropriate evidence to the Agency of the existence of such coverage for the services being provided to the Agency.

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

3. 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.

4. 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 an Additional Insured party and 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.

5. 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.

6. Contractors that are self-insured through their own Self-Insurance Program must comply with all regulations applicable to the Contractor and shall furnish appropriate evidence to the Agency of the existence of such coverage for the services being provided to the Agency.

7. If Contractor is a Texas state Agency or governmental entity, including an institution of higher education of the State of Texas, subject to Chapters 101 and 104 of the Texas Civil Practice and Remedies Code, it shall not be required to maintain the insurance coverage set forth in Part V, section 1, above. In lieu of such coverages, Contractor agrees to maintain a self insurance Plan for Professional Liability Insurance pursuant to Chapter 59, section 59.01 of the Texas Education Code and a self-insured Workers Compensation Insurance Plan pursuant to Texas Labor Code Chapter 502, 503 or 504 as applicable. Such Contractors authorized under section 59.01 of the Texas Education Code must comply with all regulations applicable to the Contractor and shall furnish appropriate evidence to the Agency of the existence of such coverage for the services being provided to the Agency.

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.

Contractor may assume the defense of, and may settle, that part of any action commenced against the Agency for which the Contractor is obligated to indemnify Agency or hold Agency harmless and Contractor may take such other steps as necessary for Contractor to protect itself. If Contractor assumes such defense, the Agency shall have the right to participate in such defense at the Agency's option. The Agency may assume the defense of, and may settle, that part of any action commenced against the Contractor, subject to the statutory requirement that the Texas Attorney General represent the Contractor if applicable, for which the Agency is obligated to indemnify

Contractor or hold Contractor harmless and the Agency may take such steps as are necessary to protect itself. If the Agency assumes such defense, Contractor shall have the right to participate in such defense at Contractor's option.

VII.
TERM AND TERMINATION

1. Term. This Agreement is effective from the _____ and shall continue until August 31, 2012.
2. Automatic Renewal. This contract is hereby subject to automatic renewal beginning FY 2013 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 DSHS;
 - (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 or 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. 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 sixty (60) 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.
7. Consequential Damages. The Contractor waives consequential damages for claims, disputes or other matters in question arising out or relating to this Agreement. The waiver is applicable, without limitation, to all consequential damages due to the terms of this Agreement.

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. The DSHS contract also includes Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Employment Act of 1967. See DSHS contract.

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, abuse, 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. **Lobbying and Political Activity.** Contractor shall not use funds received under this contract to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification or any contract or grant.

5. Contractor is prohibited from the following:

- (A) offering any gift with a value in excess of \$10.00 to potential consumers; and
- (B) soliciting potential consumers through direct-email or by telephone.

6. **Audit Requirement.** Pursuant to the State of Texas Single Audit Circular, any non-state entity that expends \$500,000.00 or more in a year in state awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of referenced audit circular.

7. **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.

8. **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.

9. **Electronic or Facsimile Signatures and Duplicate Originals.** Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

10. **Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with DSHS 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.

11. **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.

12. 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 County
7011 Southwest Freeway
Houston, Texas 77074

If to the Contractor:

13. 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 acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

14. 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.

15. 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).

16. 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	Service Description
Exhibit B	Licensing, Credentialing, and Educational Requirements
Exhibit C	Agency Guidelines
Exhibit D	Training Requirements

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:

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.

DRAFT

CONTRACTOR

 Signature

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

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

 Steven B. Schnee, Ph.D. Date
 Executive Director

 Jeanne Mayo Date
 General Counsel

Exhibit A-Definition of Services

CONTRACTOR:

CONTRACTOR ID#:

CONTRACT PERIOD: Date of Contract

SERVICE DESCRIPTION: Crisis Respite Services (See Below)

RATE:

NOT TO EXCEED AMOUNT:

PAYMENT DOCUMENTATION: Billing due by 2nd business day after the month in which services were rendered. The remaining pages describe in detail the type, frequency, quantity, and durations of services with defined goals, outputs, and measurable outcomes which directly relate to program objectives and consumer needs.

SECTION XII– SUPPLEMENTAL ATTACHMENTS

In the event you and/or your firm are selected as the Independent Provider and/or Provider Firm, Completed Applications must be on file with MHMRA prior to contract execution. Please check back before completing the applications to ensure that there is not a newer version of the application.

- MHMRA Exhibits A-U. (Exhibits A-H and M are attached and are to be returned signed. **Exhibits I-U are submissions by applicant**).
- Instructions to Complete Applications (For ALL applicants)
- MHMRA Facility/Group Application (include ALL required documentation) *For Facilities only*
- Texas Standardized Application 2007 (include ALL required documentation)- To be completed by licensed staff only
- MH Respite Claim form