

## **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 **Inpatient Competency Restoration Program** for one or more locations throughout Harris County.

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**

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## **Inpatient Competency Restoration** **Program**

**October 2011**  
**Project #: 12/0005**

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

# Table of Contents

<u>Section</u>	<u>Page</u>
I. Overview	1
II. Proposal (RFP) Time Line & Events	3
III. General Instructions	4
IV. Proposal Stipulations & Requirements	7
V. Insurance Requirements	9
VI. Proposal Reply Contents	11
VII. Specialized Services To Be Provided	12
VIII. Proposal Evaluation Criteria/Tool	15
IX. Proposal Reply Page	16
X. Signature Page	17
XI. Attachment(s)	18
A. Sample Contract	
B. Deviation Form	
C. Notice “Not to Participate” Form	
D. Form W-9, Rev. January 2011, Request for Taxpayer Identification Number and Certification <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>	
E. HUB Subcontracting Plan (Historically Underutilized Business)	
XII. Supplemental Attachment(s)	33 & 34

## **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 mental health and developmental services to approximately (25) twenty-five to thirty (30) thousand Harris County residents each year.

MHMRA is the largest community based provider of clinical services to mental health and mental retardation consumers 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 shall remain fixed for the duration of the contract. MHMRA's goal is to employ best practices and cost effectiveness in all operations.

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified Independent Provider(s) and/or Provider Firm(s) herein after referred to a "contractor", "vendor" or "provider" to submit Proposals for an Inpatient Competency Restoration Program for selected persons determined by the courts to be incompetent to stand trial. The Inpatient Competency Restoration Program services which may be provided by Independent Provider(s) and/or Provider Firm(s) must provide the following services: **inpatient bed day cost to include food, psychiatric medications; appropriate labs; psychiatric and nursing follow-up; competency, education classes, competency evaluations, and coordination of services.**

#### Inpatient Competency Restoration BACKGROUND INFORMATION

There has been a long standing problem in Harris County of jail overcrowding which is impacted by the length of time defendant/patient waits to enter the state mental health facility for competency restoration. This process also impacts the length of time it takes to adjudicate cases where the defendants have been found incompetent to stand trial. Because there was no local program, all competency restoration cases for years have been sent to the closest state mental health facility for restoration of competency services. Last year an opportunity for funding an inpatient program became available which secured the cooperation of all parties from the Harris County Sheriff's Department, the misdemeanor and felony courts, the District Attorney's office; MHMRA; and a local private hospital. Funding for this project was provided through federal Social Services Block Grant funds from two agencies: Houston-Galveston Area Council and the Texas Department of State Health Services. The goal for this project was to impact the forensic state hospital wait list with the following outcomes:

- a) Decreasing the length of stay on the state forensic wait list for 50 eligible defendants
- b) Decrease the number of bed days at the state mental facility from an average of 100.29 days
- c) Switching the cost of maintaining these defendants in the Harris County Jail by using community dollars
- d) Decreasing the time in jail as measured by the date of placement on the forensic wait list as compared to the date of adjudication of the case.

The pilot occurred from May 10, 2010 through August 31, 2010. It was considered to be successful in terms of efficiency and cost effectiveness. Important pilot results are as follows:

1. Bed days for the local program were 36.9 days versus 100.29 days at the state hospital
2. Wait list reduction of patients from 76 patients in May, 2010 to 21 patients in August, 2010
3. Costs for Jail housing was reduced by 12%
4. Over the course of the pilot project, the overall process was streamlined. Total days in confinement per person were reduced 25.6% (from 221.65 to 164.67 days).

There is an expectation of funding for two years and MHMRA seeks to re-establish this program with new funding from the Department of State Health Services. Features of this program would include:

- The ability to keep these defendants in secure housing
- Appropriately licensed staff to provide daily psychiatric and nursing care
- A competency restoration curriculum representative of the laws of the state of Texas
- A licensed psychologist to provide oversight to the restoration program

- A licensed psychologist, not involved in the day to day treatment, who would assess competency at the end of the program and prepare a report for the court with a submission date of 48 working hours following the evaluation
- Maintaining a 74% competency restoration rate in the program
- Provide access to 20 secure beds

## **SECTION II - PROPOSAL (RFP) TIME LINE OF EVENTS**

RFP Issue Date:	Monday, November 7, 2011
Deadline for Questions:	Monday, November 14, 2011 by 5:00 p.m.
Deadline for Final Response to Questions:	Monday, November 21, 2011 by 4:30 p.m.
<b>Sealed Proposal Due:</b>	<b>Monday, December 5, 2011 by 10:00 a.m.</b>
Proposal Opening: (Vendor Names on the Proposal Reply forms will be disclosed)	Monday, December 5, 2011. A public Proposal opening will be held at 10:15 a.m., 7011 Southwest Freeway, Houston, Texas 77074

## **SECTION III - GENERAL INSTRUCTIONS**

### **A. Questions**

***Deadline for questions from Providers: Monday, November 14, 2011 by 5:00 p.m.***

***Deadline for Response to Questions: Monday, November 21, 2011 by 4:30 p.m.***

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

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

Ofc: (713) 970 – 7279

Fax: (713) 970 – 7682

Email: [sharon.brauner@mhmraharris.org](mailto:sharon.brauner@mhmraharris.org)

**CC:**

**Nina Cook, MBA, CPPB, Purchasing Manager**

Ofc: (713) 970 – 7287

Fax: (713) 970 – 7682

Email: [nina.cook@mhmraharris.org](mailto:nina.cook@mhmraharris.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 **Monday, December 5, 2011 @ 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, Buyer III  
7011 Southwest Freeway, Houston, Texas 77074

**“INPATIENT COMPETENCY RESTORATION PROGRAM”**  
**DO NOT OPEN UNTIL Monday, December 5, 2011 @ 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 **Monday, December 5, 2011**, 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 clients 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**. 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/vendors.

## **I. Financial Information**

Vendor must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.

## **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 purchased item, unit and total price, discount terms and include 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 E*, if you intend to subcontract services. If not, write "none" on *Attachment E*, 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 E*, if you intend to subcontract services. If not, write "none" on *Attachment E* 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 D)

## **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**

Proposal 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 C – 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**

Services are to be provided at the site operated by the successful Independent Provider(s) and /or Provider Firm(s)

## **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 B – 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 a one-year renewal option at the sole discretion of MHMRA based upon satisfactory performance and availability of funding through the Department of State Health Services. The contract shall commence with a tentative commencement date, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

## **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. Policies, Coverages, and Endorsements.

Except as provided by subsection G when applicable, Contractor agrees to maintain the following insurance policies or self insurance plan(s), 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. Contractor agrees to name MHMRA of Harris County as an additional insured on all lines of business, except workers compensation and professional liability. Contractor agrees to name MHMRA of Harris County as an alternate employer on their workers compensation.

#### 1- Commercial General Liability

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

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

#### 2- Professional Liability

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

#### 3- Business Automobile if transporting our consumers

Combined Single Limit Bodily Injury & Property Damage	\$500,000
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#### 4- Workers' Compensation & Employers' Liability

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

### B. Insured Parties

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

### C. Subrogation

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

### D. Proof of Insurance

The policies, coverages and endorsements required by this provision shall be shown on a (a) current Certificate of Insurance on which the Agency must be listed as an additional insured and the Certificate Holder or (b) equivalent documentation applicable to self-insured Contractors under subsection G and H, indicating that such coverage is in full force and effect. Such certificate or documentation should be furnished to the Agency prior to the commencement of this agreement. All insurance policies 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 or

equivalent documents required under this subsection.

#### E. Cancellation

New Certificates of Insurance or equivalent documents 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 or coverages.

#### F. 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.

#### G. Self-Insurance Program

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.

H. 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.

#### I. 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.

## **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.
- The intent of the RFP is to award a one (1) year initial period of performance with a one-year renewal option at the sole discretion of MHMRA based upon satisfactory performance and availability of funding through the Department of State Health Services. The contract shall commence with a tentative commencement date, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

### **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.

### **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 B)
- Notice "Not to Participate" Form (Attachment C)
- Completed Form W-9 (Attachment D)
- Submit proof of Historically Underutilized Business "HUB" State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment E)
- 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.
- Vendor must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.

## **SECTION VII - SPECIALIZED SERVICES TO BE PROVIDED FOR CONSUMER RELATED COMPETENCY RESTORATION SERVICES FOR DESIGNATED ADULTS**

### **SCOPE OF SERVICE**

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 **AN INPATIENT COMPETENCY RESTORATION PROGRAM FOR ADULTS DETERMINED TO BE INCOMPETENT TO STAND TRIAL who have been placed on the Forensic Clearing House Wait List and are in the Harris County Jail. MHMRA will provide the funding and oversight for this program.**

#### **A. Scope of Services**

- 1. Individualized treatment plan**
  - 2. Inpatient bed day services**
  - 3. Medication stabilization and monitoring by a psychiatrist**
  - 4. Medication administration by a nurse**
  - 5. Competency restoration training, daily**
  - 6. Medications and appropriate lab work**
  - 8. Psychological evaluation to determine competency**
  - 9. Written report to the Court with in accordance with Texas Code of Criminal Procedure 46B-Incompetency to Stand Trial: 46B.021; 46B.022; 46B.024, 46B.025; and 46B.079 with a three (3) day turnaround time from date of evaluation.**
- All medically necessary general medical services, evaluations, lab work, referrals, medications and treatments are not covered under this contract**

#### **B. Specifications**

##### **1.1 Responsibilities of the Harris County Sheriff’s Department (HCSO)**

###### **HCSO State Hospital Coordinator must:**

1. Refer persons on the Forensic Wait List for competency restoration to the designated local hospital. Misdemeanants on the Wait List are to have first priority to a bed; followed by non-violent felony offenders
2. Prepare all court documents for the transfer
3. Schedule transportation to and from the Harris County Jail and the designated local hospital; and notify the MHMRA UM and Jail unit liaison when the transfer is to occur.

##### **1.2 Specifications for the MHMRA Jail Based Unit**

###### **MHMRA Jail Based Unit must:**

1. Provide the appropriate clinical information on patients transferred to the designated **staff at** the local facility

##### **1.3 Specifications for the MHMRA UM Liaison:**

**See Operations Guideline covering Competency Restoration**

##### **1.4 Specifications for the MHMRA Network Management Liaison:**

**See Operations Guideline covering competency Restoration**

##### **1.5 Specifications for the Vendor (Contractor):**

###### **Vendor must:**

1. Be familiar with the Texas Code of Criminal Procedure as it pertains to **Chapter 46 B Incompetency to Stand Trial, specifically** Commitment for Restoration to Competency (46B.073 through 46B. 084 and 46B.021 through 46B.025)
2. Demonstrate proven experience with criminal court commitment
3. Be an accredited facility with a minimum of 20 beds that can be dedicated to competency restoration; with an average of 17 beds per day filled.
4. Know that all medically necessary general medical services, evaluations, lab work, referrals, medications and treatments are not covered under this contract. Agree that bed day charge is inclusive of staffing, medications, labs, psychiatric care; not to exceed \$688 per day per patient; for

a not to exceed an annual contract rate of \$4,269,040 Agree to use appropriately credentialed forensic psychologists to perform the competency evaluation with a report turn around time of 3 working days post the date of the evaluation for a rate of \$625 per evaluation; with a not to exceed an annual contract rate of \$129,375. Penalty for late reports is 2% per day late per report per day late.

5. Must notify MHMRA UM Liaison when reports have been requested and the date received.
6. Work with the Harris County Sheriff's Office (HCSO) State Hospital Coordinator to admit and discharge patients
7. Notify the MHMRA UM Liaison of all confirmed admissions and discharges for patients covered under this contract
8. See patient(s) as appropriate based upon an individual treatment plan for stabilization of medications
9. Establish a secure and safe therapeutic milieu for female and male patients where access and egress are controlled
10. Aggressively work toward stabilization of medications and competency restoration within no more than a 30 day length of stay
11. 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
12. Re-authorization, for UM review and contract reimbursement purposes, past the initial 30 days is required every 7 days up to a period of 30 additional days. All requests must include a summary update of the patients; care.
13. When applicable, must determine for the court whether or not the patient needs to be civilly committed and proceed using 46 B. 102 as the guideline.
14. Maintain an initial facility based competency restoration rate of 74% or higher, annually, on those patients evaluated for competency for the length of the contract
15. Request court ordered forced medications, if indicated, through the Harris County Probate Court
16. Provide competency restoration training sessions using curriculum representative of the laws of Texas. Vendor must submit restoration training curriculum for review to MHMRA
17. Must propose staffing for the unit and submit staffing credentials to MHMRA for review
18. Notify MHMRA UM Liaison when patient is ready for competency evaluation by the Psychologist and when the psychological evaluation has been completed.
19. Vendor is required to share all treatment and behavioral information with the psychologist prior to the evaluation
20. Credential the psychologist(s) to work inside the facility and allow access to the patient
21. Once competency to stand trial has been determined, Vendor must follow the process under the Code of Criminal Procedure: (46B. 079) and notify the Court, the Harris County Jail Unit, the HCSO State Hospital Coordinator, and the MHMRA UM Department that the patient is ready for transfer back to the Harris County Jail.
22. Provide data, upon request, to MHMRA for utilization review, reimbursement, case coordination, and/or contract compliance purposes
23. Bill for services monthly ; 30 days initial authorization given
  - a. Vendor must use attached billing forms (Bed Day and Psychological Evaluations)
  - b. Billing is due by the 5<sup>th</sup> 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 5<sup>th</sup> business day after the month the services were rendered.
  - e. invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract
    1. Original sent to the 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

24. Each person delivering services in the Inpatient Competency Restoration Program must have training as determined by the MHMRA Director of Quality Management.
25. Deadline for program to become operational is no later than February 29, 2012
26. Deadline for responding to proposal is 30 days following the announcement of the RFP

## **VIII. PROPOSAL EVALUATION CRITERIA/TOOL**

Your Proposal shall include responses to the following questions:

### **A. Vendor Background (15%)**

**Score (0 – 4): \_\_\_\_\_ x Weight (4) = Weighted Score \_\_\_\_\_**

1. Does the vendor clearly list the principals in their company: CEO, CFO, etc.?
2. Does the vendor provide the results of their last fiscal audit?
3. Does the vendor provide the name of the lead person with this project? Is there information regarding their credential/licensure?
4. Is there a statement of the vendor's IRS statue: a profit or not for profit entity?
5. Is the location where the service is to be provided listed: address, name of the facility?

### **B. Vendor Knowledge of 46.B Criteria (25%)**

**Score (0 – 4): \_\_\_\_\_ x Weight (4) = Weighted Score \_\_\_\_\_**

1. How well does the vendor describe its understanding of meeting the required intervals and timeframes for assessing competency and reporting to the Court?
2. How sufficient are the vendor's processes and materials for providing competency training to patients?
3. How sufficient is the proposed schedule for providing competency training to patients?
4. How sufficient is the plan for writing reports and sending the reports to the court in a timely matter?
5. To what extent does the proposal contain a detailed and feasible plan for increasing the percentage of patients returned to court as competent to proceed or safely discharged or conditionally released into the community?

### **C. Vendor Experience in Competency Restoration (60%)**

**Score (0 – 4): \_\_\_\_\_ x Weight (4) = Weighted Score \_\_\_\_\_**

1. Does the plan consider individual patient needs, characteristics and risks, including how activities and timeframes will be tailored to those factors?
2. Does the plan include the necessary steps and activities to achieve the acceptable level of service?
3. Does the plan explain how the vendor will work with the community, the UM Department, the Courts, the Harris County Sheriff's Office?
4. Has the vendor indicated how it will collect, compile and analyze the data for measuring performance?
5. Does the vendor indicate how it would implement corrective actions if a negative trend becomes evident?
6. Does the vendor clearly demonstrate how it would improve performance in the number of individuals returned to court as a competent or to the community for conditional release?
7. Has the vendor indicated how it would reduce bed days?
8. Has the vendor indicated the years of experience in providing competency restoration services?

**SECTION IX –PROPOSAL REPLY PAGE**

**INPATIENT COMPETENCY RESTORATION PROGRAM**

\*\*\*\*\*

**Proposal Opening: 10:00 a.m., Monday, December 5, 2011**

**Submitted by:** \_\_\_\_\_

The intent of the RFP is to award a one (1) year initial period of performance with a one-year renewal option at the sole discretion of MHMRA based upon satisfactory performance and availability of funding through the Department of State Health Services. The contract shall commence with a tentative commencement date, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

Know that all medically necessary general medical services, evaluations, lab work, referrals, medications and treatments are not covered under this contract. Agree that bed day charge is inclusive of staffing, medications, labs, psychiatric care; not to exceed \$688 per day per patient; for a not to exceed an annual contract rate of \$4,269,040 Agree to use appropriately credentialed forensic psychologists to perform the competency evaluation with a report turn around time of 3 working days post the date of the evaluation for a rate of \$625 per evaluation; with a not to exceed an annual contract rate of \$129,375. Penalty for late reports is 2% per day late per report per day late.

**SECTION X –PROPOSAL SIGNATURE PAGE**

**INPATIENT COMPETENCY RESTORATION PROGRAM**

**Proposal Due Date: 10:00 a.m., Monday, December 5, 2011**

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

**MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE CONTRACTOR.**

**THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE PROPOSAL OPENING DATE.**

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

\_\_\_\_\_  
Firm's Name

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

\_\_\_\_\_  
Number and Street

\_\_\_\_\_  
Title

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

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**Proposal Will Not Be Accepted If This Page Is Not Signed By An Authorized Representative.**

\*\*\*\*\*

**SECTION XI - ATTACHMENTS**

**A- SAMPLE CONTRACT**

**B- DEVIATION FORM**

**C- NOTICE “NOT TO PARTICIPATE” FORM**

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

**E- HUB Subcontracting Plan (Historically Underutilized Business)**

# ATTACHMENT A SAMPLE CONTRACT

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Contract ID No. \_\_\_\_\_

## STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ ("Contractor"), with offices at \_\_\_\_\_, Houston, Texas \_\_\_\_\_, 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 services that are customer friendly and consumer focused;

WHEREAS, Contractor desires to contract with Agency to provide Inpatient Competency Restoration services;

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 Mona Jiles. The Agency staff member responsible for overseeing this Agreement is Rose Childs.

#### 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 it 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.

#### III. OBLIGATIONS OF CONTRACTOR

1. Covered 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. 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 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**.

(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 at <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 Agency for failing to perform any Contract requirement, which may include requiring Agency to pay a penalty for failing to submit accurate information as required under this Agreement. One or more sanctions may be required either in addition to or in lieu of a penalty. MHMR reserves the right to recoup funds from Contractor if its service data (or lack there of) results 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.

3. **Agency Approval of Contractor Personnel.** Contractor agrees not to subcontract any services until approval of such subcontractor is obtained from the Agency, such approval shall not be unreasonably withheld. Any subcontractor or employees of Contractor are the direct responsibility of Contractor to the extent allowed by the Constitution and laws of the State of Texas.

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 at <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 Agency Guidelines, are required for maintaining a contractual relationship with the Agency.

(b) Contractor represents and warrants that it is not currently an employee of the Agency and will inform Network Management of any changes in this status during the term of this Agreement.

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 POC for a period of six (6) years.

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

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

8. **Training.** Contractor agrees to obtain and maintain training as required by JCAHO. Proof of all required training shall be submitted to the Agency within thirty (30) calendar days of start date of this Agreement (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. Must maintain current JCAHO accreditation and notify MHMRA of Harris County of any change in status within two (2) business days.

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

10. Reports of Abuse, Neglect and Reporting Incidents.

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

(b) Contractor agrees to adhere to 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 alleged incident of abuse or neglect in writing to the Agency staff person named as responsible for monitoring this Agreement and to the Agency Quality Management Department.

(d) Contractor agrees to post all required rights, abuse/neglect and complaint information as required by the Agency.

11. Required Information for Criminal Conviction Checks.

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

(b) 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., 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 Agreement 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.

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

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

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

(i) General.

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

(2) Be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended 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.

14. Access. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.060, that the Agency and its representatives, including independent financial auditors, shall have unrestricted access to all facilities, service providers, records, data, and other information under the control of the Contractor or its 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 79<sup>th</sup> Regular Session of the Texas Legislature, effective on June 18, 2005, the Agency 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 this Agreement or indirectly through a subcontract under this Agreement;
- (b) acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the SAO, 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 SAO with access to any information the SAO considers relevant to: (A) evaluating the Contractor's performance under this Agreement or subcontract; (B) determining the state's rights or remedies under this Agreement; and (C) evaluating whether the Contractor has acted in the best interest of the state.

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

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

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

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

#### IV. OBLIGATIONS OF THE AGENCY

1. Payment.

(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule attached as Exhibit A, an amount not to exceed \$ \_\_\_\_\_ for the Agency fiscal year 2012/2013.

(b) 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.

(c) Claim forms for services must be received no later than the 5<sup>th</sup> business day after the month in which services were rendered. Claim forms for services received later than the 5<sup>th</sup> business day on which the prior month services were rendered will be denied due to untimely filing.

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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

[Mhnetworkdevelopment@mhmraharris.org](mailto:Mhnetworkdevelopment@mhmraharris.org)

(d) 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.

## V. INSURANCE

### A. Policies, Coverages, and Endorsements.

Except as provided by subsection G when applicable, Contractor agrees to maintain the following insurance policies or self insurance plan(s), 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. Contractor agrees to name MHMRA of Harris County as an additional insured on all lines of business, except workers compensation and professional liability. Contractor agrees to name MHMRA of Harris County as an alternate employer on their workers compensation.

#### 1- Commercial General Liability

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

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

#### 2- Professional Liability

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

#### 3- Business Automobile if transporting our consumers

Combined Single Limit Bodily Injury & Property Damage	\$500,000
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#### 4- Workers' Compensation & Employers' Liability

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

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## B. Insured Parties

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

## C. Subrogation

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

## D. Proof of Insurance

The policies, coverages and endorsements required by this provision shall be shown on a (a) current Certificate of Insurance on which the Agency must be listed as an additional insured and the Certificate Holder or (b) equivalent documentation applicable to self-insured Contractors under subsection G and H, indicating that such coverage is in full force and effect. Such certificate or documentation should be furnished to the Agency prior to the commencement of this agreement. All insurance policies 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 or equivalent documents required under this subsection.

## E. Cancellation

New Certificates of Insurance or equivalent documents 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 or coverages.

## F. 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.

## G. Self-Insurance Program

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.

H. 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.

## VII. TERM AND TERMINATION

1. Term. This Agreement is effective from \_\_\_\_\_ through \_\_\_\_\_.
2. 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.
3. 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.
4. Termination Without Cause. This Agreement may be terminated by either party, without cause, after sixty (60) days written notice to the other party.

### **5. Termination by Mutual Consent.**

This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

## VIII. MISCELLANEOUS

1. Nondiscrimination. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 as amended. 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. Amendment. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.

5. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

6. 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.

7. 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 this Agreement 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 this Agreement.

8. 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.

9. 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

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If to the Contractor:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Houston, Texas \_\_\_\_\_

10. 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 hereunder shall not constitute a waiver of any subsequent breach or default. Notwithstanding anything to the contrary, no action or inaction on the part of Contractor or its employees shall be deemed a waiver of the Contractor's or the State of Texas' sovereign immunity.

11. Dispute Resolution. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of this Agreement, and if both parties desire to attempt to resolve the dispute

prior to termination or expiration of this Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable non-binding dispute resolution process.

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12. 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).

13. Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference. To the extent of any inconsistency or conflict between this Agreement and any term or terms in any Exhibit, this Agreement shall control.

Exhibit A Rates and Not to Exceed Amounts for Services to be Provided

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.

CONTRACTOR

Printed/Typed Name: \_\_\_\_\_ Signature  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

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

\_\_\_\_\_  
Approved As To Form By Date  
MHMRA General Counsel

Unit (s) To Be Charged: \_\_\_\_\_

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EXHIBIT A

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CONTRACTOR: \_\_\_\_\_

CONTRACT ID#: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

SERVICE: Inpatient Competency Restoration Services

SERVICE DESCRIPTION: To be completed at a later time.

PERFORMANCE TARGETS: To be completed at a later time.

RATE & RATE DESCRIPTION: To be completed at a later time.

NOT TO EXCEED: To be specified at a later time.

UNIT(S) INVOLVED:

PAYMENT DOCUMENTATION: Data submission in the DSHS BHIP's database for services rendered per consumer due monthly. Invoice with patient's name, admission and discharge dates. A monthly invoice is to be submitted monthly documenting actual monthly expenditures.

## ATTACHMENT B      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 must be expressly stated in the Deviation Form. (*ATTACHMENT B*)

**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 C**

**NOTICE “NOT TO PARTICIPATE” FORM**

Dear Vendor/Provider:

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 Harris County lists until further notice.

Reason(s): \_\_\_\_\_  
\_\_\_\_\_

Independent Provider and/or Provider Firm Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Please Print Phone ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax ( ) \_\_\_\_\_

**PLEASE RETURN THIS FORM ONLY TO:**

**MHMRA Harris County  
Purchasing Department  
*Notice “Not to Participate” – Inpatient Competency Restoration Program*  
7011 Southwest Freeway  
Houston, Texas 77074**

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

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED BID/PROPOSAL 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 D – FORM W-9, Rev. December 2011, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**Form W-9, Pages 1 – 4**

**Attached**

**Vendors/Providers 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 E**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

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(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:

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**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-CONTRACTOR/SUPPLIER**



