

INVITATION

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Bids from vendors experienced in providing **Psychiatric Locum Tenens Coverage** for MHMRA locations in Harris County.

MHMRA invites your firm to submit a Bid. If you are interested in submitting a Bid, please adhere to the *General Instructions and Requirements* as outlined in the enclosed Request for Bid.

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

In accepting bids, MHMRA reserves the right to reject any and all bids and to waive any requirements in order to take the action, which it deems to be in the best interest of MHMRA.

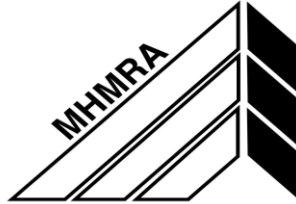
At the time and place established for receipt of the Bid or Proposal (RFB or RFP as specified in the attached documents), MHMRA of Harris County will only release the names of the vendors and their submitted pricing that have responded to the Bid or will only release the names of the vendors that have responded to the Proposal. No other information will be released until after MHMRA's Evaluation Team has evaluated the Bids or 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 COOK

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

Request For Bid



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

Psychiatric Locum Tenens Coverage

May 2011

Project # 11/0013

**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. 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 companies herein after referred to as “contractor” or “vendor” to submit bids for **PSYCHIATRIC LOCUM TENENS COVERAGE**. The selected vendor will provide Psychiatric Locum Tenens Coverage for consumers at any of the Clinics located at Ripley Adult Clinic, 4414 Navigation, Houston, TX, Northwest Clinic, 3737 Dacoma, Houston, TX, Southwest Clinic, 7011 Southwest Frwy., Houston, TX, Southeast Clinic, 5901 Long Drive, Houston, TX and The Comprehensive Psychiatric Emergency Program (CPEP), 1502 Taub Loop, Houston, TX and any other programs such as the Jail, Juvenile Justice and IDD. The community standard for patient care is approximately 20-25 patients per day.

The estimated maximum annual spend for **PSYCHIATRIC LOCUM TENENS COVERAGE** is approximately \$100,000.00. MHMRA provides no guarantees of future spend, but we do encourage vendors to consider this factor in submitting their most aggressive prices.

The contract period is anticipated to begin on September 1, 2011 for a one (1) year base period with four (4) one-year renewal options at the discretion of MHMRA, provided the contractor has satisfactory performance and service.

SECTION II - BID (RFB) TIME LINE OF EVENTS

Release of RFB to Prospective Vendors	Tuesday, May 17, 2011
Deadline for Questions:	Tuesday, May 24, 2011 by COB
Deadline for Final Response to Questions:	Thursday, May 26, 2011 no later than 5:00 p.m.
Bid Due:	Thursday, June 9, 2011 by 10:00 a.m.
Bid Opening: (Vendor Names on the Bid Reply forms will be disclosed)	Thursday, June 9, 2011, A public bid opening will be held at 10:15 a.m., 7011 Southwest Freeway, Houston, Texas 77074
Anticipated Contract Effective Date:	September 1, 2011

SECTION III - GENERAL INSTRUCTIONS

A. Questions

Deadline for questions from Vendors: Tuesday, May 24, 2011 by COB

Deadline for Response to Questions: Thursday, May 26, 2011 no later than 5:00 p.m.

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

Sharon Brauner, Buyer III

Ofc: (713) 970 – 7279

Fax: (713) 970 – 7682

E-mail: sharon.brauner@mhmraharris.org

Cc:

Nina Cook, Purchasing Manager

Ofc: (713) 970 – 7287

Fax: (713) 970 – 7682

Email: nina.cook@mhmraharris.org

B. Submittal Procedure

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

Deadline to submit “***Final Bid***” is **Thursday, June 9, 2011 by 10:00 a.m.** The original bid, signed in ink, five (5) additional photocopies and an electronic copy (CD-ROM or Floppy) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

MHMRA of Harris County

Purchasing Department

Attn: Sharon Brauner, Buyer III, Senior Purchasing Coordinator

7011 Southwest Freeway, Houston, Texas 77074

“PSYCHIATRIC LOCUM TENENS COVERAGE”
DO NOT OPEN UNTIL THURSDAY, JUNE 9, 2011 @ 10:00 A.M.

No bid will be accepted after the stated deadline.

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

Bids shall include all documentation as requested in the Request for Bid.

C. Bid Opening

A **Public Bid Opening** will be held immediately following receipt of Bids on **Thursday, June 9, 2011 at 10:15 a.m.** 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 successful vendor shall provide appropriate identification and employment eligibility documents and complete Form W-9 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 Bid a minimum of five (5) local references where interested party has provided service (within the last six months) that pertain to this type of project/service. References shall include company name, 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.

Vendor shall submit with their Bid, 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. Bid Guarantee/Award Procedure

It is anticipated that a recommendation for award for this RFB will be made no more than thirty (30) days after the RFB DUE DATE. All interested parties are required to guarantee their fees/pricing as an **irrevocable offer valid for one hundred twenty (120) days after the RFB due date**. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to make an award for any or all items/services listed in each RFB, shall have the right to reject any and all RFB documents 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 proposed/fee and shall be allowed to accept the total proposed price/fee 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

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 in the contract. To insure prompt payment, each invoice should indicate purchase order number, description of service provided, unit and total price, any discount terms and include vendor's name and return remittance address.

K. Price Adjustments

Vendor will be required to honor their Bid 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 bids/proposals from other vendors, re-bid the entire bid/proposal. Final decision and appropriate action taken will be made in the best interest to MHMRA.

L. Historically Under-Utilized Business (HUB)

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB'S) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate.

If your firm is not certified, please submit *Attachment B*, if you intend to subcontract services. If not, write "none" on *Attachment B* 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 B*, if you intend to subcontract services. If not, write "none" on *Attachment B* 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 approval by MHMRA.

O. Form W-9

Offerors are to complete Form W-9 and Submit with their Bid documents. (**Attachment E**)

SECTION IV - BID STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Bids

Any Bid 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 bids must be an irrevocable offer valid for One Hundred Twenty (120) days after the due date.

C. Late Bids

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

D. Irregularities in Bids

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

MHMRA shall have the right to reject Bids 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 bid.

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

E. Oral Presentations

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

F. Amendments to the Bid

If it becomes necessary to revise any part of this Bid 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 Bid

After opening, each Bid, 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 Bids

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

I. Notice to “No Bid” Form

We ask that the prospective contractor(s)/vendor(s) who respond to this Request for Bid invitation whether they can or cannot provide products, supplies and/or service(s) outline in this RFB complete the “No Bid” form. *Vendors who respond to this RFB invitation will remain on our mailing list. Vendors making no response may be removed from our mailing list for future projects. (See Attachment D)*

J. Incurred Expenses

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

K. Locations

MHMRA has various locations throughout Harris County. The successful vendor should not have geographical limitations.

L. Deviation Form

Each response to this Solicitation shall contain a Deviation Form, which states the prospective contractor’s commitment to the provisions of this Solicitation and Sample Contract. 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. (See Attachment C)

M. Subcontractors

All provisions and/or stipulations within this Request for Bid also apply to any authorized subcontractors.

N. Term of Contract

The intent of the RFB is to award a one (1) year initial period of performance with four (4) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance, which will be reviewed, on an annual basis. The contract shall commence with the lowest, qualified bidder with a tentative award date of September 1, 2011, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

O. Pricing

Each bidder shall provide responses to “Bid Reply” page with their cost and any Placement fees.

P. Licensure

The vendor shall submit, with their bid, 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.

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

1- Commercial General Liability

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

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

2 - Professional Liability

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

3 - Business Automobile if transporting our consumers

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

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

5- Medical Malpractice

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

A CURRENT "CERTIFICATE OF INSURANCE" **MUST ACCOMPANY ALL BIDS**

B. Insured Parties

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

C. Subrogation

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

D. Proof of Insurance

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as 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.

E. Cancellation.

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

F. 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 clients, 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 - BID CONTENTS

Title Page:

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

Table of Contents:

All Bids must include the following information:

- Clear identification of information by section and page.
- **List of at least five (5) references**, including contact person, telephone number, fax number and email address.
- Proposed Pricing for one (1) base year plus four (4) one year terms.
- Identification of all services provided.

Bid:

- Vendor 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.
- Description of services available under this Bid.
- Must bear the **original signature** of a principal or authorized officer of the interested party.
- Must be typed.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their Bid any additional descriptive information about their services, which they believe, might be helpful.
- All Bids must be submitted with one original and five (5) copies and an electronic copy (CD-ROM or Floppy), mailed or delivered in a sealed envelope to MHMRA of Harris County.

Additional documents to be submitted:

- Vendor(s) must submit a copy of their latest 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.
- Reference list
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Proof of Insurance
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment B)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice to “No Bid” Form (Attachment D)
- Policy & Procedure for criminal background checks and drug testing of personnel or subcontractor that would gain entrance to MHMRA properties.
- If your pricing is government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, TXMAS, Harris County)
- Completed Form W-9

****PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS.****

SECTION VII - SPECIALIZED SERVICES TO BE PROVIDED FOR PSYCHIATRIC LOCUM TENENS COVERAGE

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified companies herein after referred to as “contractor” or “vendor” to submit bids for **PSYCHIATRIC LOCUM TENENS COVERAGE**. Contractor shall provide **PSYCHIATRIC LOCUM TENENS COVERAGE** on an as-needed basis.

A. Scope of Service

Contractor shall provide fixed pricing to MHMRA of Harris County for **PSYCHIATRIC LOCUM TENENS COVERAGE** to MHMRA facilities located in Harris County on an as-needed basis. The successful vendor may provide Psychiatric Locum Tenens Coverage for consumers at any of the Clinics located at Ripley Adult Clinic, 4414 Navigation, Houston, TX, Northwest Clinic, 3737 Dacoma, Houston, TX, Southwest Clinic, 7011 Southwest Frwy., Houston, TX, Southeast Clinic, 5901 Long Drive, Houston, TX and The Comprehensive Psychiatric Emergency Program (CPEP), 1502 Taub Loop, Houston, TX and any other programs such as the Jail, Juvenile Justice and IDD. The community standard for patient care is approximately 20-25 patients per day.

B. Performance Targets

1. Target: Meet criteria for Medical Staff privileges and credentialing.
Outcome: Become privileged and credentialed.
2. Target: Adhere to coverage schedule.
Outcome: 100% attendance.
3. Target: Provide quality services.
Outcome: Maintain acceptable status in performing improvement profiles.
4. Target: Contractor will submit reports and progress notes in a timely manner.
Outcome: Contractor will submit reports and progress notes in less than 24 hours.
5. Target: Contractor will submit consumer data on a weekly basis.
Outcome: Contractor will submit data by close of business on Monday for preceding week.

C. Specifications

Description of Vendor Responsibilities and Services to be provided in the Response to this Request for Bid.

- Vendor will use its best efforts to provide Psychiatric Locum Tenens Physician(s) acceptable to Client.
- Arrange & pay for all transportation and living accommodations for the Locum Tenens Physician(s)
- Provide malpractice insurance coverage through vendor’s insurance carrier.
- Verify or obtain physicians licensure to ensure that his/her license is current, active and in good standing.
- Meet all requirements assigned to support MHMRA performance contract billing requirements.
- Primary Source Verification of Education (Residency or Fellowship Level)
- Sanctions (OIG)
- Criminal Background Checks (Full)
- Medicare/Medicaid Fraud (NPDB)
- Employment Verification covering at least the last five (5) years.

SECTION VIII –BID REPLY PAGE

PSYCHIATRIC LOCUM TENENS COVERAGE

Bid Closing: 10:00 a.m., June 9, 2011

Submitted by: _____

The contract period is anticipated to begin on September 1, 2011 for a one (1) year initial period of performance with four (4) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance and service, which will be reviewed, on an annual basis.

If your pricing is government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, TXMAS, Harris County)

PRICING MATRIX

- **PROVIDE YOUR PRICING IN THE FOLLOWING FORMAT FOR ALL FIVE-CONTRACT PERIODS.**
- **BID RATE SHALL INCLUDE “ALL” BILLABLE COSTS INCLUDING TRAVEL, HOUSING/PER DIEM AND INCIDENTAL COSTS.**
- **MHMRA WILL NOT SUBMIT A RETAINER FEE, MHMRA WILL PAY ON A SERVICE PERFORMED BASIS ONLY.**

September 01, 2011 through August 31, 2012

RATE AND RATE DESCRIPTION:

\$ _____ per hour for eight (8) hours per day

\$ _____ per hour for hours worked over 40 hours per week

\$ _____ per night to be “on call” after hours Monday through Friday - Overtime applies with patient work.

\$ _____ per day a weekend ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ per day a Holiday ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ Recruitment Fee _____ Number of Months obligated

We request a sliding scale fee for any provider introduced to MHMRA who accepts a position or is permanently employed by MHMRA or its affiliates, during the term of this Agreement. Identify any other applicable fees in the event a contract Psychiatric Locum Tenens Physician is hired by MHMRA.

Patient work includes patient-related phone calls and direct patient care. Overtime is billed in fifteen-minute increments.

SECTION VIII – BID REPLY PAGE (CONT’)

September 01, 2012 through August 31, 2013

RATE AND RATE DESCRIPTION:

\$ _____ per hour for eight (8) hours per day

\$ _____ per hour for hours worked over 40 hours per week

\$ _____ per night to be “on call” after hours Monday through Friday - Overtime applies with patient work.

\$ _____ per day a weekend ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ per day a Holiday ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ Recruitment Fee _____ Number of Months obligated

We request a sliding scale fee for any provider introduced to MHMRA who accepts a position or is permanently employed by MHMRA or its affiliates, during the term of this Agreement. Identify any other applicable fees in the event a contract Psychiatric Locum Tenens Physician is hired by MHMRA.

Patient work includes patient-related phone calls and direct patient care. Overtime is billed in fifteen-minute increments.

September 01, 2013 through August 31, 2014

RATE AND RATE DESCRIPTION:

\$ _____ per hour for eight (8) hours per day

\$ _____ per hour for hours worked over 40 hours per week

\$ _____ per night to be “on call” after hours Monday through Friday - Overtime applies with patient work.

\$ _____ per day a weekend ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ per day a Holiday ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

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Patient work includes patient-related phone calls and direct patient care. Overtime is billed in fifteen-minute increments.

SECTION VIII – BID REPLY PAGE (CONT’)

September 01, 2014 through August 31, 2015

RATE AND RATE DESCRIPTION:

\$ _____ per hour for eight (8) hours per day

\$ _____ per hour for hours worked over 40 hours per week

\$ _____ per night to be “on call” after hours Monday through Friday - Overtime applies with patient work.

\$ _____ per day a weekend ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ per day a Holiday ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ Recruitment Fee _____ Number of Months obligated

We request a sliding scale fee for any provider introduced to MHMRA who accepts a position or is permanently employed by MHMRA or its affiliates, during the term of this Agreement. Identify any other applicable fees in the event a contract Psychiatric Locum Tenens Physician is hired by MHMRA.

Patient work includes patient-related phone calls and direct patient care. Overtime is billed in fifteen-minute increments.

September 01, 2015 through August 31, 2016

RATE AND RATE DESCRIPTION:

\$ _____ per hour for eight (8) hours per day

\$ _____ per hour for hours worked over 40 hours per week

\$ _____ per night to be “on call” after hours Monday through Friday - Overtime applies with patient work.

\$ _____ per day a weekend ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ per day a Holiday ‘day’ = 24 hours – Overtime applies after 2 hours of patient work

\$ _____ Recruitment Fee _____ Number of Months obligated

We request a sliding scale fee for any provider introduced to MHMRA who accepts a position or is permanently employed by MHMRA or its affiliates, during the term of this Agreement. Identify any other applicable fees in the event a contract Psychiatric Locum Tenens Physician is hired by MHMRA.

Patient work includes patient-related phone calls and direct patient care. Overtime is billed in fifteen-minute increments.

SECTION IX-SIGNATURE PAGE

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 BID, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL BIDS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST BID AND SHALL BE ALLOWED TO ACCEPT THE TOTAL BID OF ANY ONE CONTRACTOR.

Authorized Signature

Vendor's Name

Typed or Printed Name

Number and Street

Title

City, State, Zip Code

() _____
Telephone Number

() _____
Fax Number

Email Address

This Bid Will NOT Be Accepted If This Page is NOT Signed By An Authorized Representative

SECTION X - ATTACHMENTS

A - SAMPLE CONTRACT

A sample contract is included for your review Attachment (A). Any exceptions to terms and/or conditions must be identified in your Deviation Form.

B - HUB SUBCONTRACTING PLAN (Historically Underutilized Business)

C - DEVIATION FORM

D - NOTICE TO “NO BID” FORM

E – FORM W-9, Rev. January 2011, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Draft Contract

ATTACHMENT A

Contract ID No. _____

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this September 1, 2011 by and between the MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY, a community center and an agency of the State of Texas, with offices at 7011 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and _____ ("Contractor"), with offices at _____, Houston, Texas _____, for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

RECITALS

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

WHEREAS, the Agency is committed to providing services that are customer friendly and consumer focused; WHEREAS, Contractor desires to contract with Agency to provide Psychiatric Locum Tenens Coverage 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 Sylvia Drummond-Muzquiz, M.D. The Agency staff member responsible for overseeing this Agreement is Sylvia Drummond-Muzquiz, M.D.

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.

III. OBLIGATIONS OF CONTRACTOR

1. Services. The Psychiatric Locum Tenens Coverage 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 Texas Health and Human Services Commission ("HHSC") standards.

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

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

(d) The Agency will only pay for services that explicitly meet the definition for those services set forth in the HHSC Data Verification Criteria Manual.

2. **Qualifications.** Contractor will comply with relevant Texas Health and Human Services Commission (HHSC) rules and community standards, certifications, accreditation's, and licenses and any other professional and educational qualifications.

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 HHSC Community Services Standards Mental Health and Mental Retardation Services 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 HHSC Community Services Standards Mental Health and Mental Retardation Services will be provided by the Agency. The Contractor agrees to allow the Quality Management Department of the Agency to monitor the Contractor's programs on an annual or as needed basis. The Contractor understands that compliance with the HHSC Community Services Standards Mental Health and Mental Retardation Services and the Agency's Quality Management Initiative is required for maintaining a contractual relationship with the Agency.

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

(c) Contractor agrees that it shall comply with all applicable federal and state laws, rules and regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Age Discrimination in Employment Act of 1967.

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

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

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

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

9. Required Reporting Regarding Licensure. Contractor shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or license. Contractor will further report to Agency if any professional has had his/her professional license revoked. 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 and Neglect.

(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, HHSC rules, rules of the Texas Department of Protective and Regulatory Services, and rules of the Texas Department of Health, and Agency policies and procedures.

(b) Contractor agrees that Agency will be notified within twenty-four (24) hours of any significant incident which involves a consumer or consumers served under the Agreement with Agency. Examples of significant incidents include but are not limited to:

- (1.) Death of a consumer,
- (2.) Intentional injury inflicted on a consumer by another consumer,
- (3.) Accidental injuries requiring medical care,
- (4.) Elopement,
- (5.) Missing person,
- (6.) Any event that may put a consumer in a position different than the every day routine such as: fire, flood, tornado, hurricane, bomb threat, loss of heating or air conditioning during extreme weather, or other incident of sufficient severity to require moving consumers from or evacuating a facility,
- (7.) Any armed robbery, attempted armed robbery, or theft of any medication, or the diversion of controlled drugs by staff or consumer. Any armed robbery, attempted armed robbery, or theft of any medication, or the diversion of controlled drugs by staff or consumer shall also be reported to the local law enforcement agency,
- (8.) Unusual occurrences while on outings or group trips including but not limited to near drowning or being detained/arrested/jailed by police,
- (9.) Allegations of physical, verbal, and/or sexual abuse of an individual. Allegations of physical, verbal, and/or sexual abuse shall also be reported to the local law enforcement agency. Visible injury does not have to occur for there to be abuse. Examples of abuse include but are not limited to: hitting, kicking, biting, subjecting someone to very hot or very cold water, unauthorized or illegal use of restraints, pushing, shoving, shouting, verbal threats, use of profane language, or involuntary sexual acts.

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

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 clients, 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 (relating to Criminal History Clearance of Applicants for Employment); and

(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 (relating to Criminal History Clearance of Applicants for Employment), 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.

Draft Contract

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) To the extent allowed by law, Contractor agrees to keep all client information confidential in accordance with all applicable state and federal laws, statutes, regulations, and HHSC rules protecting the confidentiality of such information, including 42 C.F.R. Part 2.

(b) Contractor agrees to institute appropriate procedures for safeguarding client information, especially client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has been a client of the facility, center, or other designated provider.

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

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 four (4) 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 four (4) 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 HHSC, 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 Exhibits A and A1, an amount not to exceed \$_____ for the Agency fiscal year 2012.

(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 fifth (5) calendar day of the month following that in which the services were rendered.

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

(d) **Payment shall be made 45 days after receipt of goods, services, or invoice, whichever is 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 prior invoices paid where a deficiency is noted after payment has been processed.

Invoices 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
- (iii) Duplicate to be marked "Duplicate" sent to Accounts Payable as follows:
 - Mental Health Mental Retardation Authority of Harris County
 - P.O. Box 25381
 - Houston, Texas 77265
 - Attn: Accounts Payable
 - Fax (713) 970-7681

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

(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. The Agency agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by the Contractor.

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.

Draft Contract

INSURANCE

A. Policies, Coverages, and Endorsements.

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

1- Commercial General Liability

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

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

2 - Professional Liability

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

3 - Business Automobile if transporting our consumers

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

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

5- Medical Malpractice

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

B. Insured Parties

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

C. Subrogation

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

D. Proof of Insurance

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as 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.

E. Cancellation.

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

VI.
INDEMNIFICATION

To the extent permitted under the laws of the State of Texas, Contractor hereby agrees to hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, 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 September 1, 2011 to August 31, 2012.
2. Renewal Options. This Agreement may be renewed at the sole discretion of Agency for up to (4) one year renewal options at rates and placement fees specified in Exhibits A and Exhibit A1.
3. Immediate Termination. Agency may terminate this Agreement immediately if
 - (a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
 - (b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
 - (c) Contractor has become ineligible to receive Agency funds;
 - (d) Contractor has its Texas license or certification suspended or revoked;
 - (e) In the case of the Contractor providing direct services to clients, 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 and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as if set out in full. Such termination shall be ineffective if within said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency's sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.
5. Termination Without Cause. This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
6. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

Draft Contract

VIII.

MISCELLANEOUS

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

2. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, MHMRA will maintain business ethics standards aimed at avoiding real or apparent impropriety, 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. **Use and Disclosure of Protected Health Information (“PHI”).**
Contractor Agrees To:

a. 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”.

b. Representations.

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

5. **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.

6. **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.

7. **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.

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

9. **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.

10. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Agency:

Steven B. Schnee, Ph.D.
Executive Director
MHMRA of Harris Co.
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:

Houston, Texas 77000

11. **Remedies.** All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

12. **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.

13. **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).

14. Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

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 Contract

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: _____

EXHIBIT A

CONTRACTOR:

CONTRACT ID:

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

SERVICE: Psychiatric Locum Tenens Coverage

SERVICE DESCRIPTION: To provide Psychiatric Locum Tenens Coverage for consumers at Mental Health (MH) clinics as needed. The community standard for patient care is approximately 20-25 patients per day.

PERFORMANCE:

1. Target:	Meet criteria for Medical Staff privileges and credentialing.
Outcome:	Become privileged and credentialed.
2. Target:	Adhere to coverage schedule.
Outcome:	100% attendance.
3. Target:	Provide quality services.
Outcome:	Maintain acceptable status in performing improvement profiles.

Draft Contract

4. Target: Contractor will submit reports and progress notes in a timely manner.
Outcome: Contractor will submit reports and progress notes in less than 24 hours.
5. Target: Contractor will submit consumer data on a weekly basis.
Outcome: Contractor will submit data by close of business on Monday for preceding week.

RATE AND RATE DESCRIPTION

NOT TO EXCEED:

UNITS INVOLVED:

PAYMENT DOCUMENTATION: Billing due by 5th working day of the month proceeding services. Monthly report due by the 5th working day of the month proceeding services. Monthly report must be attached to the claim form.

ATTACHMENT B

**HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS**

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

Contractor _____ Vendor Identification Number: _____

Address: _____

Phone: ____ - ____ - ____ Bid 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 SUBCONTRACTOR/SUPPLIER

ATTACHMENT C

DEVIATION FORM

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

Each response to this Solicitation shall contain a Deviation Form, which states the prospective contractor's commitment to the provisions of this Solicitation and Sample Contract. 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 C)*

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

SPEC # Section # Or Page #	DEVIATION

Company Name

Authorized Signature

Date

ATTACHMENT D

NOTICE TO "NO BID" 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:

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

Category(ies): _____

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

Reason(s): _____

- Please REMOVE our name from all MHMRA Harris County lists until further notice.**

Reason(s): _____

Company Name: _____

Representative: _____

Please Print

Address: _____ **Phone ()** _____

E-mail: _____ **Fax ()** _____

PLEASE RETURN THIS FORM ONLY TO:

**MHMRA Harris County
Purchasing Department
Notice of "No-Bid" – PSYCHIATRIC LOCUM TENENS COVERAGE
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 E

**FORM W-9, Rev. January 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 Bid documents. Go to attached link for W-9, if Bid was emailed.

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