

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
TEXAS SYSTEM OF CARE PROJECT CHANGE (“TSOC”)
RESPIRE SERVICES IN-HOME RFA**

- Complete, date and sign the enclosed Texas System of Care project Change Application
- Attach a copy of proof of Professional Liability Insurance
- Attach a list of all of your facility sites with addresses
- Completed Service Description Questionnaire

Send all requested materials to:
The HARRIS CENTER for Mental Health and IDD
Texas System of Care Project CHANGE
Attn: Sarah Strang, Program Director
2627 Caroline Street
Houston, TX 77004
Office: (713)970 – 7429
Fax: (713) 970 – 7555
Email: Sarah.Strang@TheHarrisCenter.org

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
TEXAS SYSTEM OF CARE PROJECT CHANGE (“TSOC”) RESPITE SERVICES
IN-HOME RFA**

APPLICATION

A. General Information:

Facility Legal Name			Does the facility have another Name? If yes, please list name:		
Preferred Mailing Address Line 1			Preferred Mailing Address Line 2		
City	State	Zip	County	Contact Person	
Physical Address			Physical City, State & Zip		
Telephone	Email Address		Fax		
<input type="checkbox"/> Apartment Complex <input type="checkbox"/> Residential Facility Please check which is the most appropriate description:		<input type="checkbox"/> SRO <input type="checkbox"/> Other	Indicate who is your corporate owner (if applicable):		
Is this facility handicapped accessible? Yes ___ No ___			Is this facility accessible to public transportation? Yes ___ No ___		

B. Demographic Data: The following information is requested for demographic purposes only. This data will not be part of the credentialing process, but may be used to supply aggregate data to the state government as part of a state funded contract process.

1. Could your business be classified as a business owned by women, as defined by the Department of Minority Enterprises? Yes No

Women Owned Business is defined as a business enterprise of which women own at least 50% or, in the case of a publicly owned business, where women own at least 51% of stock.

2. Could your business be classified as a minority owned business, as defined by the Department of Minority Enterprises? Yes No

Minority Owned Business is defined as a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. Such disadvantages may arise from cultural, racial, chronic economic circumstances or background, or other similar cause.

Veteran Owned Business is defined as a business enterprise that is at least 51% owned and controlled by one or more service-disabled veterans. Have one or more service-disabled veterans manage day-to-day operations and also make long-term decisions.

3. If you answered yes to questions 1, 2 and 3 about minority owned businesses, which of the following categories would it fall under:

<input type="checkbox"/> Caucasian	<input type="checkbox"/> Native American or Alaskan Native	<input type="checkbox"/> Asian or Pacific Islander
<input type="checkbox"/> Black (African, Jamaican, West Indian descent)	<input type="checkbox"/> Hispanic (Mexican, Puerto Rican, South American)	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Veteran		

C. Payee Information

Make checks payable to (must match tax ID owner name on file with IRS for the TIN listed below)		Type of Corporation	
Billing Address Line 1		Billing Address Line 2	
City		State	Zip
Your Medicare/UPIN Number	Your Medicaid Number	Tax Identification Number (TIN)	

Attestation

1. Insurance Coverage: Have you or any of your staff had their Professional Liability insurance coverage denied, canceled, or non-renewed or initially refused upon application?	Yes	N/A	No
2. License: Have you or any of your employees had their professional licenses in any state revoked, suspended, placed on probation, given conditional status or otherwise limited?	Yes	N/A	No
a. Have you or anyone on your staff ever voluntarily surrendered their professional license in any state?	Yes	N/A	No
b. Do you or any members of your staff have formal charges pending against them at this time?	Yes	N/A	No
3. Criminal Offenses: Have you or anyone on your staff ever been convicted of a felony involving moral or ethical turpitude or substance use or sale?	Yes	N/A	No
4. Board Discipline: Have you or anyone on your staff ever been the subject of disciplinary proceedings by any professional association or organization (i.e., state licensing board; county; state or national professional society, etc.?)	Yes	N/A	No
5. Malpractice Action: Has any malpractice action been brought or settled against you or anyone on your staff within the last 5 years, or have there been any unfavorable judgement(s) against you or any members of your staff in any malpractice actions?	Yes	N/A	No
a. To your knowledge, are any malpractice actions currently pending against you or any members of your staff?	Yes	N/A	No
6. Neglect and Abuse: Have you or anyone on your staff ever been sued for abuse or neglect?	Yes	N/A	No

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Open Enrollment Application Process

To Provide In- Home Respite

The HARRIS CENTER for Mental Health and IDD (“The HARRIS CENTER”), through its Texas System of Care Grant, Project CHANGE, is offering to contract with housing facilities to provide in home respite service on a short-term basis because of the absence of, or need for relief for, the Legally Authorized Representative (LAR) or other primary caregiver of a Project CHANGE participant (up to 30 days) for individuals identified by the Project CHANGE Program.

OVERVIEW OF PROGRAM:

The Texas System of Care Grant, Project CHANGE is a statewide initiative led by the Texas Health and Human Services Commission (HHSC) to improve behavioral health outcomes for children and youth with serious emotional disturbances and their families by expanding utilization of high fidelity Wraparound services to engage children and youth in juvenile justice system, child welfare, and residential treatment center placement.

Project CHANGE services are provided in combination with services available through the Medicaid State Plan, other federal, state and local programs the individual may qualify for, and the natural supports that families and communities provide.

Services Include Respite Services In Home

Goals

1. Reducing out of home placement and inpatient psychiatric treatment
2. Providing a more complete continuum of community-based services and supports
3. Ensuring families have access to parent partners and other flexible non-traditional support services as identified in a family-centered planning process
4. Preventing entry into the foster care system and relinquishment of parental custody: and
5. Improving the clinical and functional outcomes of children and adolescents

VENDOR’S ROLE:

To provide in-home respite service on a short term basis because of the absence of, or need for relief for, the LAR or other primary caregiver of a Waiver participant. A maximum of 720 consecutive or cumulative hours (30 days) of respite service of any type, or combination of any type, can be provided to a participant, each service plan year.

VENDOR CRITERIA: Each Applicant must provide the following:

- Complete, date and sign the Application.
- Attach Texas Standard Application for Licensed individuals -LCSW, LPCs, LMFTs, LVN and Psychologists etc. (as applicable)
- Accurately complete, date and sign the W-9 Form for each Tax Identification Number (TIN)
- Attach a copy of your Licensure (if applicable)
- Attach a copy of your Certification (if applicable)
- Attach a copy of DFPS Respite Certification
- Please include any Medicaid/Medicare Licenses and all other applicable licenses held by the facility that relate to the contracted services
- Attach a copy of your Program Description
- Attach a copy of your Malpractice Insurance Face Sheet with the limits of liability
- Attach a list of all your facility site(s) with addresses.
- Attach a list of other employees with Professional Credentials
- Attach a copy of Clinical Descriptions of all programs
- Attach Program brochures (if available)

The HARRIS CENTER's Role:

The HARRIS CENTER will assign persons to secure respite services. They are responsible to receive, review and approve application.

Applications will be reviewed upon receipt, as in-home respite needs are immediate. If selected, your application will remain open for two years pursuant to the Open Enrollment statutory requirements set forth at 25 Tex. Admin. Code §412.60.

SERVICE DESCRIPTION FORM

Contract Provider Name:

Service To Be Provided:

- RESPITE SERVICES IN-HOME

Description of Current Services:

- a. What is your philosophy of service delivery?

- b. How many people are currently receiving this service through your program?

- c. How many people can your program accommodate?

- d. What in general, are the ages, intellectual/functional abilities, and diagnoses of your current population?

- e. What are the characteristics that would result in a person being deemed inappropriate to be served in your program?

- f. What information is required for a patient being referred to your program?

- g. Additional information about your program:

Form Completed by (Signature):

Print Name/ Title:

Date:

PARTICIPATION STATEMENT

Vendor warrants and assures The HARRIS CENTER for Mental Health and IDD that:

1. Vendor is financially solvent, able to pay all debts as they mature and possess sufficient working capital to complete the work and perform the obligations herein;
2. Vendor is not currently held in abeyance or barred from the award of a federal or state contract;
3. Vendor is currently in good standing for state tax, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45; and
4. Vendor agrees to provide the specified services at the rate of payment specified herein.

I FULLY UNDERSTAND THAT IF ANY MATTER STATED IN THIS APPLICATION IS OR BECOMES FALSE, THE HARRIS CENTER WILL BE ENTITLED TO TERMINATE MY PROVIDER AGREEMENT FOR BREACH. FURTHER THAT ALL INFORMATION SUBMITTED BY ME IN THIS APPLICATION IS WARRANTED TO BE TRUE, CORRECT AND COMPLETE.

Name (Please Print)

Date

**RETURN COMPLETED APPLICATION TO:
(MUST BE ORIGINAL)**

The HARRIS CENTER for Mental Health and IDD
Texas System of Care Grant
Project CHANGE
Attention: Sarah Strang, MEd., LPC
Program Director
2627 Caroline St.
Houston, TX 77004
Sarah.Strang@TheHarrisCenter.Org
713-970-7429

IF YOU HAVE ANY QUESTIONS, PLEASE CALL: 713-970-7429

PUBLIC NOTICE

The HARRIS CENTER for Mental Health and IDD is the Health and Human Services Department of State Health Services (“DSHS”) designated Local Mental Health Authority (“LMHA”) established to plan, coordinate, develop policy, develop and allocate resources, supervise and ensure the provision of community based mental health services for the residents of Harris County. The HARRIS CENTER is conducting Open Enrollment to establish a network of providers to provide the following service: **In-Home Respite**. The Provider enrollment period will be from September 01, 2020 through August 31, 2022.

Copies of the Contract and Application Packet will be available beginning August 20, 2020 and may be obtained:

1. Via internet at the Agency Website, www.theharriscenter.org
2. Via written request to:

The HARRIS CENTER for Mental Health and IDD
Texas System of Care Grant
Project CHANGE
Attention: Sarah Strang, MEd., LPC
Program Director
2627 Caroline St.
Houston, TX 77004

Questions regarding the Open Enrollment Process should be directed to the above address or:

Email: Sarah.Strang@TheHarrisCenter.Org
Phone: 713 970-7429

- ◆ May picked up in-person on or after August 20, 2020 at the above location [1st floor; see the lobby receptionist]

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into and made effective on {---Effective Date---} by and between **The HARRIS CENTER For Mental Health and IDD (formerly known as MHMRA)**, a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended, (the "Agency" or "The HARRIS CENTER") and {---Company Name---} ("Contractor"), with offices at {---Street1---}, {---City---}, {---State/Province---} {---Postal Code---}, 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 Intellectual Developmental Disabilities (IDD) 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 **In-Home Respite** 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 **Kimberly Kornmeyer, Vice President of Crisis Services**. The Agency staff member responsible for overseeing this Agreement is **Sarah Strang, Director of MCOT and System of Care**.

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 **In-Home Respite** services to be provided by Contractor and the locations where such services shall be delivered, rendered or given by Contractor are set forth in Exhibit "A" as attached hereto and incorporated herein as if fully set out. Any work schedule may be altered, after due notice has been given, by either party. Services furnished to each Consumer shall be provided in accordance with Consumer's Plan of Care ("POC") and or Treatment Plan.

(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 per diem rate for each service are set forth in **Exhibits A_ and D.**

(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, accreditations, 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 Intellectual Developmental Disabilities (IDD) 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 IDD 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 IDD 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 must retain all financial records, supporting documents, statistical records, and any documents pertinent to this Contract until seven (7) years after termination of this contract or until any audits, in progress at the end of the seven (7) year period, are complete, whichever is later. 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 any other financial and/or supporting documents or statistical records.

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 the Organizational Excellence Department and as approved by the Agency. A current list of training requirements may be obtained from the Organizational Excellence Department. Proof of all required training shall be submitted to the Agency within thirty (30) calendar days of contract start date. Required training may be obtained from the Agency; however, Contractor shall not bill Agency. Failure to obtain and/or keep current required training will be deemed non-compliance and 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 everyday 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.
- 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 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 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 seven (7) 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. Invoice Requirements.

Invoices or claim forms for payment must be submitted by the fifth (5th) calendar day of the month *following* the month in which the services were rendered. All invoices or claim form **must be received no later than forty-five (45) calendar days** after the end of the month in which services were rendered. Invoices or claim forms that are **received** later than forty-five (45) days after the end of the month in which the services were rendered will not be paid. Invoices or claims must be submitted in the following manner:

- (a) Invoice(s) must be submitted in **DUPLICATE**;
- (b) Invoice(s) must include a purchase order number. The PO number will be forwarded to Contractor upon full execution of the contract.
- (c) Send original invoice(s) to the Agency staff member authorized to approve billing.
- (d) Mark the second copy as **DUPLICATE** and send to Accounts Payable at the following address or by facsimile:

The HARRIS CENTER for Mental Health and IDD
P.O. BOX 25381
Houston, Texas 77265
Attention: Accounts Payable
Fax (713) 970-7681

17. 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.

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 C_**, a pooled not to exceed amount of _____ (\$_____.00) for the Agency fiscal year 2020.

(b) Payment amount will be based on a monthly invoice, which shall reflect a detailed description of services provided by the Contractor and as approved by the Agency employee authorized to approve billing(s) as set forth above. Payment shall be made forty-five (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. The HARRIS CENTER retains the right to offset payments for prior invoices that were paid and later found to be deficient in any manner.

(c) **Franchise Tax.** If Contractor is a corporation and is at the time of contracting or later 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.

(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 Local Authority staff or representative or any contractor that provides services under contract with the Local Authority.

(e) **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.

**V.
INSURANCE**

A. Policies, Coverages, and Endorsements.

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

1-	Commercial General Liability	
	General Aggregate	\$1,000,000
	Each Occurrence	\$500,000

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

2 -	Professional Liability	
	General Aggregate	\$3,000,000
	Each Occurrence	\$1,000,000

3 -	Business Automobile if transporting our consumers	
	Combined Single Limit Bodily Injury & Property Damage	\$500,000

4 -	Workers’ Compensation & Employers’ Liability	
	Medical & Indemnity	Statutory Requirements
	Bodily Injury by Accident	\$500,000 Each Accident
	Bodily Injury by Disease	\$500,000 Each Employee
	Bodily Injury by Disease	\$500,000 Policy Limit

5-	Medical Malpractice if applicable	
	General Aggregate	\$3,000,000
	Each Occurrence	\$1,000,000

B. Insured Parties

All policies **excluding professional liability and worker's compensation** shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements of policy 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. PRIMARY AND NON-CONTRIBUTORY WORDING.

All policies will provide the Primary and Non-Contributory Wording. This wording will be included on the Certificate of Liability Insurance.

E. Proof of Insurance

The policies, coverage's 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 (excluding professional liability) 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.

F. 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. 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:

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer
The HARRIS CENTER for Mental Health and IDD
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:

Name

Title

{---Company Name---}

{---Street1---}

{---City---}, {---State/Province---} {---Postal Code---}

VII. INDEMNIFICATION

Contractor hereby agrees to hold harmless and indemnify 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.

VIII. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI").

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.

IX. TERM AND TERMINATION

1. **Term.** This Agreement is effective from {---Effective Date---} to August 31, 2019. The Agency at its *option* may renew contract annually for four (4) successive one year terms. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated hereunder; subject to annual appropriation:
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 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.
3. **RENEWAL OPTIONS.** This Agreement may be renewed at the sole discretion of Agency for up to four (4) one- year renewal options at rate fees specified in the attached Exhibit A2.
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.

X. 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. **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.
3. **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.
4. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, The HARRIS CENTER 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 The HARRIS CENTER 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 The HARRIS CENTER 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. **Certificate/Disclosure of Interested Parties.** Effective as of January 1, 2016, as hereinafter modified pursuant to Texas Government Code §2252.908, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. This applies to any The HARRIS CENTER contract with a not to exceed value of \$50,000 or more. Interested party means a person who has a controlling interest in a

business entity with whom the Agency contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity. **This provision does not apply to an institution of higher education.** For more information see https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm.

5. **Lobbying and Political Activity.** Contractor shall not use funds received under this contract to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

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 as if fully set out.

15. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, epidemic, pandemic, Governmental authority, order, requisition or necessity of the government, or any specific cause beyond the reasonable control and not attributable to the Party's neglect or nonfeasance, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.

THE CONTRACTOR WARRANTS AND ASSURES THE HARRIS CENTER 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.

{---COMPANY NAME---}

Printed/Typed Name
Title

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

Reviewer _____ and _____

APPROVED AS TO FORM BY:

Kendra Thomas, General Counsel

EXHIBIT A

CONTRACTOR: {---Company Name---}

CONTRACT ID: {---Contract ID---}

CONTRACT PERIOD: {---Effective Date---} – {---Expiration Date---}

SERVICE: {---Service---}

SERVICE DESCRIPTION: Contractor will provide _____

PERFORMANCE TARGETS:

RATE AND DESCRIPTION: See Attached Exhibit A1.

NOT TO EXCEED: To be determined

UNIT(S) INVOLVED: {---Unit Number---} - {---G/L Codes---}

PAYMENT DOCUMENTATION: Contractor will submit invoices for services, due by 5th working day of each month, for previous month in accordance with § 13a, b, c and d for approval.

SAMPLE ONLY

Texas Health and Human Services Commission
Texas System of Care Project CHANGE

SERVICES – RESPITE SERVICES
IN-HOME

2400.10

SERVICE DESCRIPTION:	In-home respite service is provided on a short-term basis because of the absence of, or need for relief for, the LAR or other primary caregiver of a TSOC Project CHANGE participant.
LIMITATIONS:	<p>A maximum of 720 consecutive or cumulative hours (30 days) of respite service of any type, or combination of any type, can be provided to a participant, each service plan year.</p> <p>In-home respite cannot be provided at the same time as supportive family-based alternatives, community living supports, supported employment, or employment assistance.</p> <p>In-Home respite cannot be provided in a group setting. This service is intended as a one-to-one respite service for a single TSOC Project CHANGE participant during a specific time period.</p> <p>Federal financial participation is not to be claimed for the cost of room and board, except when provided as part of respite care furnished in a facility approved by the state that is not a private residence.</p>
SETTINGS:	<p>In-Home respite service is provided:</p> <ol style="list-style-type: none">1. Within the State of Texas; and2. In the private residence of;3. The participant; or4. A relative of the participant other than the parents, spouse, legal guardian, or LAR.
SAFETY CHECKLIST:	The TSOC Project CHANGE provider agency must complete a Building and Environmental Health Checklist prior to the provision of in-home respite service. The checklist is available at: http://www.dshs.texas.gov/mhsa/yes/ under Forms and Templates section.
CRISIS AND SAFETY PLAN:	The TSOC Project CHANGE provider must provide a copy of the participant's crisis and safety plan to the respite provider.
PROVIDER QUALIFICATIONS:	<p>An In-Home Respite Provider:</p> <ol style="list-style-type: none">1. Must be at least 18 years of age;2. Must have a current Texas driver's license;3. Must have a criminal history and background check. [See CRIMINAL HISTORY AND BACKGROUND CHECK, policy 2300.1 of this manual]; and4. May be a relative of the participant other than the parents, spouse, legal guardian, LAR.
WRAPAROUND PLAN:	The Wraparound Plan must describe the type, scope, and duration of the service.
PROGRESS NOTES:	<p>Progress notes are required for the provision of in-home respite service and must include:</p> <ol style="list-style-type: none">1. Participant's name;2. Date of contact with the participant;3. Start and stop time of contact with the participant;4. Service name and description5. Service location;6. Participant response to respite service being provided;

Texas Health and Human Services Commission
Texas System of Care Project CHANGE

7. Summary of activities, meals, and behaviors during the service; and
8. Direct service provider's signature and credentials.

PROVISION OF
SERVICE:

The provider must document the provision of in-home respite service by maintaining up-to-date progress notes, which will be reviewed by the Health and Human Services Commission.

PROGRAM TRAINING:

Prior to providing respite services and in-home respite provider must receive program training in accordance with PROGRAM TRAINING REQUIREMENTS, policy 2200 of this manual.

BILLING:

Information regarding unit designation, payment rate, and required documentation for submitting a claim for in-home respite is detail in BILLING, RESPITE, IN-HOME, policy 2600.11 of this manual.

Texas Health and Human Services Commission
Texas System of Care Project CHANGE

SERVICES – RESPITE SERVICES
IN-HOME

BILLING
RESPITE
IN-HOME

2600.11

UNIT DESIGNATION
AND PAYMENT RATE

The unit designation for in-home respite services is hourly. One hour is billed as one unit. In order to bill for a unit, the unit must be provided to the participant, face-to-face.

In-home respite services are paid at the rate of \$20.88 per unit.

UNIT LIMITATION

Up to 720 consecutive or cumulative hours, or 30 days, of any respite, or combination of respite services, is permitted to be provided per participant, per service authorization year.

REQUIRED
DOCUMENTATION

In order to properly bill for the provision of in-home respite services, a provider must document:

1. Date of Contract;
2. Start and Stop Time;
3. Progress towards goals set forth in the service authorization; and
4. Information about the service provider, including:
 - a. Printed Name;
 - b. Signature (electronic signature is acceptable); and
 - c. Credentials.

REIMBURSEMENT AND
NEGOTIATION OF
SERVICE RATE

The Department of State Health Services directly reimburses the comprehensive Waiver provider (CWP) for the entire, per unit rate or the amount up to the annual service maximum.

The CWP is permitted to negotiate payment to its employees or subcontractors.