

SAMPLE CONTRACT

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into and made effective on the **1st day of September, 2017** by and between **The HARRIS CENTER For Mental Health and IDD (formerly known as MHMRA of Harris County)**, (the “Agency” or “The HARRIS CENTER”) 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 & Safety Code Ann. (Vernon 1992), as amended, and _____ (“Contractor”), with offices at _____, 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 (IDD) services for the residents of Harris County, Texas;

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

WHEREAS, Contractor desires to contract with Agency to provide, as a duly licensed, certified or registered practitioner under the laws of the State of Texas, certain mental health services and Contractor wishes to provide inpatient psychiatric care which includes psychiatric assessment and diagnosis, physician services, professional nursing services and monitoring for safety in a restrictive environment for Consumers enrolled in the Jail Diversion Center;

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 **Kim Kornmeyer, Vice President, CPEP Division**. The Agency staff member responsible for overseeing this Agreement is **Kim Kornmeyer, Vice President, CPEP Division**.

**II.
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES**

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

Contractor understands and agrees that Agency:

- (a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;
- (b) Will not give to Contractor any of the benefits given to employees of Agency.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served. Contractor acknowledges and agrees that Contractor is required to provide services according to Texas Department of Health and Human Service Commission (HHSC)/Texas Department of State Health Services ("DSHS") guidelines and is solely responsible for all decisions regarding medical care and treatment to those Consumers that are referred to Contractor for treatment and that the traditional relationship between Practitioners and Patients shall be in no way affected by the terms of this Agreement, notwithstanding the fact that the Agency is responsible for determinations concerning claims, utilization review, coverage and benefit payment issues. Any determination by the Agency denying approval for a particular service shall not relieve Contractor from providing or recommending such service it deems appropriate. Contractor shall not render any service that is not a covered service and the contractor will be solely responsible for the cost thereof without the signed agreement of the Consumer to assume the cost of the service.

III. OBLIGATIONS OF CONTRACTOR

1. Services. The mental health services and inpatient psychiatric care which includes psychiatric assessment and diagnosis, physician services, professional nursing services and monitoring for safety in a restrictive environment 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 rate for each service is set forth in **Exhibit A**.
- (d) The Agency will only pay for services that explicitly meet the definition for those services set forth in the DSHS Data Verification Criteria Manual. Copies of this manual are available at <http://www.dshs.state.tx.us/mhquality/dvcmanuals.shtm>. Copies of this manual and/or the sections applicable to the Contractor's services may also be obtained through The HARRIS CENTER Quality Management Department. DSHS may impose penalties or sanctions against Agency for failing to perform any contract requirement, which may include requiring Agency to pay a penalty for failing to submit accurate information as required under this Agreement. One or more sanctions may be required either in addition to or in lieu of a penalty. Agency, to the extent authorized by the Constitution and laws of the State of Texas, reserves the right to recoup funds from Contractor if its service data (or lack thereof) results in penalties and/or sanctions.

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 Mental Retardation Services as specified by the Agency Program Compliance 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 Program Compliance 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 Program Compliance 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 seven (7) years.

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

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

8. Training. Contractor agrees to obtain and maintain training as required by JCAHO. Proof of all required training shall be submitted to the Agency within thirty (30) calendar days of start date of this Agreement (all training needs to occur before the Contractor serves consumers). Required training may be obtained from the Agency; however, Contractor shall not bill Agency for said training hours. Failure to obtain and/or keep current required training may be considered grounds for termination of this Agreement. Must maintain current JCAHO accreditation and notify The HARRIS CENTER of any change in status within two (2) business days.

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

10. Reports of Abuse and Neglect.

(a) Contractor must report any allegation of abuse, neglect, or exploitation of persons served under this Agreement in accordance with applicable law, including federal and state laws, 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, 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.

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 HARRIS CENTER 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 seven (7) 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, quarterly payments in accordance with the fee schedule attached as **Exhibit A**, an amount not to exceed _____ for the Agency fiscal year 2019.

(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 once a quarter 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 paid where a deficiency is noted after payment has been processed.

Invoices shall be submitted in duplicate as follows:

- (i) **Invoices must include The HARRIS CENTER purchase order number which will be provided upon full execution 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:**

The HARRIS CENTER

**P.O. Box 25381
Houston, Texas 77265
Attn: Accounts Payable
Fax (713) 970-7681**

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.

V. INSURANCE

A. Policies, Coverages, and Endorsements.

Contractor, as a component of The University of Texas System, is an Agency of the State of Texas and is self-insured pursuant to The University of Texas System Professional Medical Malpractice Self-Insurance Plan under the authority of Section 59.01, Texas Education Code.

B. Cancellation.

New Certificates of Insurance ("Certificates") 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.

C. Self-Insurance Program.

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

D. If Contractor is a Texas State Agency or governmental entity, including an institution of higher education of the State of Texas, subject to Chapters 101 and 104 of the Texas Civil Practice and Remedies Code, it shall not be required to maintain the insurance coverage set forth in Part V, section 1, above. In lieu of such coverages, Contractor agrees to maintain a self-insurance Plan for Professional Liability Insurance pursuant

to Chapter 59, section 59.01 of the Texas Education Code and a self-insured Workers Compensation Insurance Plan pursuant to Texas Labor Code Chapter 502, 503 or 504 as applicable. Such Contractors authorized under section 59.01 of the Texas Education Code must comply with all regulations applicable to the Contractor and shall furnish appropriate evidence to the Agency of the existence of such coverage for the services being provided to the Agency.

E. Proof of Insurance. The policies, coverages and endorsements required by this provision shall be shown on a (a) current Certificate of Insurance on which the Agency must be listed as an Additional Insured party (excluding professional liability) and the Certificate Holder or (b) equivalent documentation applicable to self-insured Contractors under subsection G and H, indicating that such coverage is in full force and effect. Such certificate or documentation should be furnished to the Agency prior to the commencement of this agreement. All insurance policies shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance or equivalent documents required under this subsection.

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

VI. INDEMNIFICATION

To the extent permitted under the laws of the State of Texas, 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.

VII. TERM AND TERMINATION

1. Term. This Agreement is effective from **September 1, 2018 to August 31, 2019 with four (4) optional renewals.** Any subsequent renewal term will begin Sept 1 and end August 31 of the following year. All renewals are subject to and contingent upon the Agency securing annual funding for the ensuing fiscal year.

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. 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.

4. Termination without Cause. This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

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

VIII. MISCELLANEOUS

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

2. 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, 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 \$20,000 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 or any contract or grant.

**6. 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.

7. Amendment. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.

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

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

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

11. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

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

If to the Agency:
Wayne Young
Chief Executive Officer
The HARRIS CENTER
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:

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

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

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

16. Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated herein as if fully set out.

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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.

**THE HARRIS CENTER FOR MENTAL
HEALTH AND IDD**

CONTRACTOR

Wayne Young, MBA, LPC, FACHE Date
Chief Executive Officer

Date

APPROVED AS TO FORM

The HARRIS CENTER Date
Kendra Thomas, Managing Attorney

EXHIBIT A

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD: **September 1, 2018 –August 31, 2019**
With Four (4) Renewal Options Remaining.

SERVICE: **MENTL HEALTH AND PSYCHIATRIC BEDS**
SERVICE DESCRIPTION: Contractor will provide mental health inpatient psychiatric services to patients of the Jail Diversion Center. Specific services to include psychiatric assessment and diagnostic services, physician services, profession nursing services and monitoring for safety in a restrictive environment.

In addition to the care coordination services described above, if a client is assessed by The HARRIS CENTER’s staff to require more significant stabilization than what is being offered through our service provision then the client will need to be admitted for a more intensive level of care in an appropriate treatment setting.

Eligible patients must be residents of Harris County.

Services delivered will include: Individualized comprehensive treatment plan and care, inpatient bed day services, medication stabilization and monitoring by a psychiatrist, medication administration by a nurse, medications and appropriate lab work, and discharge planning. All services provided hereunder, must be delivered in accordance with all requirements and conditions of the HHSC/DSHS program.

PERFORMANCE TARGETS: Contractor will conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted.

Pursuant to The HARRIS CENTER request, timeline and format, the Contractor shall collect data and other information that is sufficient to report on the performance of the services.

The reporting for the services and beds pursuant to this contract will be reported separately.

Contractor shall maintain an occupancy rate of 92% or higher.

Contractor shall report on the daily utilization of beds using a Contractor-developed and DSHS-approved format, or by submitting (Daily Utilization Report) each business day by 10:00AM via email to Performance.Contracts@dshs.state.tx.us with a copy to the HHSC/DSHS Private Psychiatric Hospital subject matter expert.

Until HHSC/DSHS decides to transition CMHH reporting requirements, the data must be reported by using the CARE screens with the ICD-10 codes.

**RATE &
RATE DESCRIPTION:**

Contractor will be paid pursuant to the following fee schedule:

PAYMENT FOR FY19: CONTRACTOR WILL RECEIVE QUARTERLY PAYMENTS PURSUANT TO THE CONDITIONS LISTED BELOW FROM The HARRIS CENTER BEGINNING SEPTEMBER 1, 2018 NET TWENTY DAYS AFTER RECEIPT OF FUNDS BY THE AGENCY .

September 1, 2017 - August 31, 2018: a monthly amount for ___ beds at \$_____ per bed day rate times the number of days in each of the twelve months.

2 payments (Sept/Dec) \$_____
2 payments (Mar/June) \$_____

NOT TO EXCEED:

\$_____

ADMINISTRATIVE COST:

The_____ language that is included in The HARRIS CENTER 2019 Performance Contract for The HARRIS CENTER is likewise made part of this Contract, and therefore subjects Contractor in same manner as Performing party. The provision states as follows:

UNIT(S) INVOLVED:

**PAYMENT
DOCUMENTATION:**