Contract ID No. 0000

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this **_____ 1, 2014** by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY**, a community center and an agency of the State of Texas, with offices at 7011 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and **NAME OF PROVIDER** ("Contractor"), with offices at **PROVIDER'S ADDRESS** for the purpose of providing specialized services.

RECITALS

WHEREAS, Agency is the state designated mental health and mental retardation community center established to provide, arrange for, and coordinate mental health and mental retardation services for the residents of Harris County, Texas; and
WHEREAS, the Agency is committed to providing 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 join the network of providers to receive consumer referrals from the Agency;
WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;
NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be delivered therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.
PERSONNEL

The Agency staff member authorized to approve billing is **Cami Manley** and designated staff. The Agency staff member responsible for overseeing this Agreement is **Mende Snodgress, LCSW, Director of Crisis Residential Unit**.

II.
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

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

Contractor understands and agrees that Agency:
a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;

b) Will not give to Contractor any of the benefits given to employees of Agency.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served. Contractor acknowledges and agrees that Contractor is required to provide services according to Texas Department of State Health Services

("DSHS") guidelines and is solely responsible for all decisions regarding medical care and treatment to those Consumers that are referred to Contractor for treatment and that the traditional relationship between Practitioners and Patients shall be in no way affected by the terms of this Agreement, notwithstanding the fact that the Agency is responsible for determinations concerning claims, utilization review, coverage and benefit payment issues. Any determination by the Agency denying approval for a particular service shall not relieve Contractor from providing or recommending such service s/he deems appropriate. Contractor shall not render any service that is not a covered service and the contractor will be solely responsible for the cost thereof without the signed agreement of the Consumer to assume the cost of the service.

III.
OBLIGATIONS OF CONTRACTOR

1. Services. The Mental Health services to be provided by Contractor to persons referred by the Agency; the schedule of hours Contractor will deliver such services; and the locations where such services shall be delivered by Contractor are set forth in Exhibit A. Any work schedule may be altered, after due notice has been given, by either party when necessary. Services furnished to each consumer shall be provided in accordance with consumer's Plan of Care (POC).

(a) The Plan of Care shall set forth the needs of the recipient of services (being served) pursuant to this Agreement in a manner consistent with Texas Department of State Health Services ("DSHS") Community Service Standards, and other State and Federal service standards.

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

(c) The per day rate and 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 @ http://www.dshs.state.tx.us/mhquality/dvcmanuals.shtm. Copies of this manual and/or the sections applicable to the Contractor's services may also be obtained through the MHMRA Quality Management Department. DSHS may impose penalties or sanctions against Local Authorities failing to perform any Contract requirement, which may include requiring Local Authorities to pay a penalty for failing to submit accurate information as required under this Contract. One or more sanctions may be required either in addition to or in lieu of a penalty. MHMRA reserves the right to recoup funds from providers whose submissions result in penalties and/or sanctions.

2. Qualifications. Contractor will comply with relevant Texas Department of State Health Services (DSHS) rules and community standards, certifications, accreditations, and licenses and any other professional and educational qualifications as set forth in Exhibits B-C.

3. Agency Approval of Contractor Personnel. Contractor agrees not to contract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.

4. Representations.

(a) Contractor agrees that it shall comply with the DSHS Community Services Standards as specified by the Agency Quality Management Department, all applicable policies of the Agency, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Agreement. A copy of the DSHS Community Services Standards is available @ http://www.dshs.state.tx.us/mhcontracts/contractdocuments.shtm The Contractor agrees to allow the Quality Management Department of the Agency to monitor the Contractor's programs on an annual or as needed basis. The Contractor understands that compliance with the DSHS Community Services Standards, the Agency's Quality Management Department and Local Authority Guidelines, set forth in Exhibit C are required for maintaining a contractual relationship with the Agency.

(b) Contractor represents and warrants that he/she is not currently an employee of the Agency and will inform Network Management of any changes in this status during the contract period.

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

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

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 is in Exhibit D. Proof of all required training shall be submitted to the Agency within thirty (30) calendar days of contract start date (all training needs to occur before the contractor serves consumers). Required training may be obtained from the Agency; however, Contractor shall not bill Agency for said training hours. Failure to obtain and/or keep current required training may be considered grounds for termination of this Agreement.

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

10. Reports of Abuse, Neglect and Reporting Incidents.

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

(b) Contractor agrees to adhere to the Local Authority and agency policy with regard to incident reporting. This policy will be made available to contractor upon qualification for eligibility to join network.

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

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

11. Required Information for Criminal Conviction Checks.

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

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

(i) General.

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

(2) Be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as "Privacy Requirements".

(ii) Representations.

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

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

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

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

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

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

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

(a) Until the expiration of six (6) years after furnishing of any service pursuant to this Agreement, Contractor shall provide, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), the Comptroller General of the States (the "Comptroller General"), or any of their duly authorized representatives, this Agreement, and books, documents and records that are necessary to certify the nature and extent of any costs incurred by the Agency with respect to this Agreement, and the services provided pursuant hereto; and

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

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

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

IV.
OBLIGATIONS OF THE AGENCY

1. Payment.

(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule attached as Exhibit A**,** a pooled amount not to exceed **$540,000.00** for the Agency fiscal year 2014.

(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 30 calendar days after the date on which services were rendered. Invoices or claim forms for services received later than 30 days after the date on which the services were rendered will be denied due to untimely filing.

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

Invoices or claims shall be submitted in duplicate as follows:

(i) Invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract.

(ii) Original sent to Agency staff member authorized to approve billing to the following mailing address:

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

(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) 970-7744

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

(f) Contract Rate Change Clause - If a vendor/provider's contracted rates change during the period of the contract, the vendor/provider will be notified in writing and the contract will be amended to reflect such changes.

2. Staff and Facilities. Contractor shall maintain adequate facilities and sufficient personnel to provide Consumers with timely access to Covered Services. Contractor shall accept Consumer referred by Agency and not distinguish between a Consumer and other patients in the quality of or access to, the health care services rendered by it.

3. Franchise Tax. If Contractor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

V.
INSURANCE

A. General Policy Requirements:

1. Policies, Coverages, and Endorsements.
Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

A: Commercial General Liability

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

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

B: Professional Liability

General Aggregate	$2,000,000
Each Occurrence	$500,000

C: Business Automobile if transporting our consumers

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

D: Workers' Compensation & Employers' Liability

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

E: Medical Malpractice Insurance for Physicians if applicable

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

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

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

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

4. Proof of Insurance. The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be **listed as an Additional Insured party and the Certificate Holder** and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

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

VI.
INDEMNIFICATION

To the extent permitted under the laws of the State of Texas, Contractor hereby agrees to hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to consumers, arising out of or occasioned by any negligent acts of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

VII.
TERM AND TERMINATION

1. Term. This Agreement is effective from the **_____ 1, 2014** and shall continue until **August 31, 2014**.

2. **Automatic Renewal.** This contract is hereby subject to automatic renewal beginning FY 2015 or the next renewal period as applicable. **AUTOMATIC RENEWAL IS SUBJECT TO ISSUANCE OF A RENEWAL LETTER BY THE AGENCY. GOODS OR SERVICES ARE NOT AUTHORIZED FOR ANY RENEWAL PERIOD WITHOUT SAID LETTER.** The contract renewal letter will include any changes to contract terms and conditions to be distributed via mailed correspondence. If Contractor does not notify the Agency of non-acceptance of the contract renewal, within 30 days from the date of the renewal letter, said renewal will be deemed in full force and effect.

3. **Immediate Termination.** Agency may terminate this Agreement immediately if
(a) Agency does not receive the funding to pay for designated services under this Agreement from the DSHS;
(b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
(c) Contractor has become ineligible to receive Agency funds;
(d) Contractor has its Texas license or certification suspended or revoked;
(e) In the case of the Contractor providing direct services to consumers, failure to disclose a criminal conviction;
(f) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.

4. **Termination Upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein. Such termination shall be ineffective if within the said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency's sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.

5. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after sixty (60) days written notice to the other party.

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

VIII.
MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 as amended. The DSHS contract also includes Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Employment Act of 1967. See DSHS contract.

2. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, MHMRA will maintain business ethics standards aimed at avoiding real or apparent impropriety, abuse, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Contractor by MHMRA employees, directors, officers and agents. At any time Contractor believes there may have been a violation of this obligation or any business ethics standard, Contractor shall notify MHMRA of the possible violation.

3. Certification of Non-Violation. Under Texas Government Code §2261.053, Contractor certifies that Contractor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

4. Contractor is prohibited from the following:

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

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 DSHS rule, state or federal law, or community standard, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.

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 County
7011 Southwest Freeway
Houston, Texas 77074

If to the Contractor:

_____
_____
_____
_____
_____

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 exhibits included in this contract are as follows:

Exhibit A	Rates and Not to Exceed Amounts for Services to be Provided
Exhibit B	Principals and Practices of Comprehensive Psychiatric Emergency Program (CPEP)
Exhibit C	Licensing Verification, Educational Requirements and Mental Health Provider Network Operational Procedures
Exhibit D	Training Requirements

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE ENTERED INTO THIS AGREEMENT AS OF THE EXECUTION DATE SET FORTH BELOW AND AS INDICATED BY SIGNATURE OF EXECUTIVE DIRECTOR:

The Contractor warrants and assures MHMRA of Harris County that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

CONTRACTOR

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

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

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

_____
Jeanne Mayo Date
General Counsel