Texas Department of State Health Services

Contract Number: 53700-5-0000145414-M23
Vendor Number: 04-3776504
Contract Manager: Elizabeth Wyatt

Contract

This Contract (the "Contract") is entered into by the Department of State Health Services ("DSHS"), an agency of the State of Texas, for services to the (State Hospitals) and by **A Best International Placement Agency** ("Contractor"), whose address is 4325 N. 23rd St. Suite E McAllen, TX, 78504.

Texas Government Code, Section 2155.144 (Procurement by Health and Human Services Agencies) and Texas Administrative Code section 391.205 (b)(5)- Enrollment Contracts authorizes DSHS to enter into this Contract.

I.
Contract Documents

This Contract is composed of the following:

- This Contract;
- The Data Use Agreement between the Texas Health and Human Services Enterprise and Contractor;
- Open Enrollment for Staffing Agency Services Covering Health Professionals and Allied Health Professionals, Procurement Number 53900-5-0000093695;
- Contractor's response to Open Enrollment for Staffing Agency Services Covering Health Professionals and Allied Health Professionals, Procurement Number 53900-5-0000093695; and
- The Fiscal Year 2016, Department of State Health Services, Contract General Provisions located at http://www.dshs.state.tx.us/grants/gen-prov.shtm.

If conflicts exist among any of the documents making up the Contract, the conflicts will be resolved by reference to the documents in the order listed above.

II.
Term

This Contract will be effective on September 1, 2015, or the date executed by DSHS, whichever date is later, and will expire on August 31, 2019, unless terminated earlier as provided below. HHSC may award one or more contracts under this open enrollment.

III.
Description of Services

Contractors must provide Professional Personnel to serve in a variety of positions, both managerial and non-managerial. DSHS will provide specific information about the positions to be filled when making a request for Professional Personnel. To request Professional Personnel, a State Hospital will send an email to all Contractors identifying the profession needed, providing a job description, describing any special requirements,

including emergencies, and indicating how long Contractors have to reply. Contractors who can meet the State Hospital's need must respond within the allotted time. The Contractors' response must include the rate of pay for services requested including the overtime rate and a definite start date. After receiving and assessing all the responses, the State Hospital will contact the Contractor who can best meet the needs of the State Hospital.

The provided Professional Personnel will be required on an as needed basis and expected to:

- work the schedule and number of hours requested by DSHS up to a maximum of 40 hours per week;
- work under the supervision of DSHS at the State Hospital;
- perform their duties in a manner consistent with the standards of their professions; and
- work cooperatively with State Hospital personnel, individuals served by the State Hospital, and other contractors, including consultants.

If Contractor offers temporary, nonimmigrant workers, Contractor will be responsible for complying with all immigration and legal requirements for these workers to be allowed to work legally in the United States without interruption for the period of time agreed upon.

DSHS intends the State Hospital to which Professional Personnel are assigned to retain that Professional Personnel for a mutually agreed upon period. However, the State Hospital may require the removal of any Professional Personnel with or without cause. DSHS expects Contractor to remove Professional Personnel from the State Hospital upon request, within 24 hours

IV.
Goals, Outputs and Measureable Outcomes

Goals: DSHS is seeking to obtain for its State Hospitals timely services of qualified Professional Personnel to provide necessary and quality care for the individuals served at the State Hospitals.

Outputs: After receiving requests from the State Hospitals, the Contractors will provide qualified Professional Personnel to care for the individuals served at the State Hospitals.

Measurable Outcomes: DSHS will monitor the performance of the Contract issued under this open enrollment. All services under the Contract will be provided at a quality level and in a manner consistent with industry standards, customs, and practices.

V.
Invoices and Payments

Contractor shall submit one monthly, itemized invoice for services rendered, which must include the following:

(a) name, address, and telephone number of Contractor and the address to which payments are to be sent, if different than the Contractor's address;
(b) DSHS State Hospital purchase order number appropriate for the State Hospital served;
(c) identification of services provided;
(d) dates of services provided;
(e) the total invoice amount;
(f) any additional payment information required by the designated contract manager; and
(g) DSHS State Hospital contact person who can confirm that the State Hospital requested and the Contractor provided the services.

Invoice Address: Contractor shall submit invoices to the attention of the accounting office at the State Hospital address listed on the purchase order

DSHS will pay for services in accordance with the pricing schedule the Contractor submitted with the Open Enrollment Application. Price adjustments will be made only in accordance with the terms of the Open Enrollment. The amount DSHS expends under this contract shall not exceed the amounts provided in the State Hospital purchase order(s).

DSHS shall make payments within 30 days from the date DSHS receives an accurate invoice and in accordance with Chapter 2261, Texas Government Code.

HHSC PCS will issue an individual purchase order for the HHS agency requiring services under the Contract issued resulting from this procurement. Each purchase order will include the appropriate address for billing the HHS agency requesting services. An accurate invoice must include the appropriate address.

VI.
Certifications, Registrations, Licenses, and Permits

6.1 Contractor must ensure that all Professional Personnel assigned to the State Hospitals under this Contract possess and maintain a current Texas license as required for their respective disciplines.

6.2 All certifications, registrations, licenses, or permits required by state law are to remain in good standing in the profession during the term of this Contract.

6.3 Contractor must inform DSHS immediately of any changes to the certifications, registrations, licenses, or permits of the Professional Personnel assigned to the State Hospitals.

6.4 Contractor must inform DSHS immediately if Contractor or the Professional Personnel assigned under this Contract become held in abeyance or barred from the award of a federal or state contract during the term of this Contract.

VII .
Abuse, Neglect, and Exploitation

Investigating and Reporting Requirements

7.1 **Reporting to the Department of Family and Protective Services (DFPS).**
Contractor and Professional Personnel must report to a DFPS abuse, neglect, and exploitation investigator by telephone any suspicion, knowledge, or allegation that any person has committed abuse, neglect, or exploitation of any individual served by a State Hospital. These reports must be made immediately, if possible, but no more than one hour after learning of or suspecting the incident, as required by Title 40, Texas Administrative Code, section 3.302 (relating to reporting abuse, neglect, and exploitation).

7.2 **Reporting Abuse to DSHS.**
Contractor and Professional Personnel must report by telephone to the appropriate DSHS personnel located at the State Hospital at which the alleged abuse occurred, any allegation that a person has committed abuse, neglect, or exploitation of any individual served by the State Hospital.

7.3 **Ensuring the Safety and Protection of Individuals Served.**
If any Professional Personnel or other Contractor staff who have direct contact with individuals served by the State Hospital have been accused of abuse, neglect, or exploitation, Contractor must remove the person from direct contact with individuals served by the State Hospital until an investigation is completed and must notify DSHS of the accusation. The person may resume direct contact with the individuals served by the State Hospital only if the investigation clears the person of all allegations of abuse, neglect, or exploitation.

7.4 **Investigations.**
Contractor and Professional Personnel must cooperate fully with all investigations conducted as a result of allegations of abuse, neglect, or exploitation, including investigations conducted as a result of allegations against Professional Personnel.

8.5 **Reporting Deaths of Individuals Served by DSHS.**
Contractor and Professional Personnel must report the death of an individual served by a State Hospital as soon as possible, by telephone. Contractor or the Professional Personnel must confirm all such reports in writing to DSHS within twenty-four hours of the reported death.

VIII.
Conviction Disclosure and Removal

8.1 **Disclosure.**
Contractor must disclose the identity of any staff person who is in direct contact with individuals served by a State Hospital and who has been convicted of, received a probated sentence for, arrested for, for whom there exists an arrest warrant, or for whom there exists a wanted persons notice for a crime listed as a bar to employment at the State Hospitals in Appendix B to the Health and Human Services Human Resources Manual. The disclosures must cover convictions, probated sentences, arrests, arrest warrants, and wanted person notices in the United States, the Professional Personnels' country of origin, and any other

country in which the Professional Personnel has spent a significant amount of time.

If the Professional Personnel are temporary, nonimmigrant workers, Contractor must ensure that criminal background and fingerprint checks are conducted for their country of origin and for every country in which the Professional Personnel have resided. Contractor must ensure that these checks are conducted prior to the Professional Personnel's first day of work onsite at a State Hospital.

8.2 Removal.
If any Contractor staff person who is in direct contact with individuals served by a State Hospital has been convicted of a crime listed in Section 8.1 of this Contract, Contractor must remove the staff person from direct contact with any individuals served by the State Hospital immediately, unless otherwise agreed to by DSHS.

IX.
Miscellaneous

9.1 Use of Property.
DSHS will provide Professional Personnel the following: Office space, computers, telephones, pagers, and standard office supplies required to perform their duties as assigned.

This property may only be used for performing services under this Contract and must be returned to DSHS in the property's original condition, with the exception of normal wear and tear. Final payment is contingent upon return of property.

9.2 Notice.
Except as expressly provided within this Contract, any notice required or permitted to be given under this Contract must be in writing and shall be considered given: (i) on the date of delivery if delivered by email, delivered by facsimile transmission, or hand delivered, (ii) on the next day if delivered by overnight courier; or (iii) three business days after being mailed using the United States Postal Service. Notices to DSHS that relate to a specific State Hospital shall be delivered to the Assistant Director of Programs or the Director of Nursing Services at the appropriate State Hospital. Contact information for the State Hospitals is as follows:

DSHS STATEWIDE FACILITIES

Facility & Address	Facility & Address
Austin State Hospital 4110 Guadalupe Austin, TX 78751	Rio Grande State Center 1407 Rangerville Harlingen, TX 78550

Big Spring State Hospital 1901 N. Hwy 87 Big Springs, TX 79720	Rusk State Hospital 805 N. Dickinson Dr. Rusk, TX 75785
El Paso Psychiatric Center 4615 Alameda Ave. El Paso, TX 79905	San Antonio State Hospital 6711 S.E. Military Dr. San Antonio, TX 78223
Kerrville State Hospital 721 Thompson Dr. Kerrville, TX 78028	Terrell State Hospital 1200 E. Brin Terrell, TX 75160
North Texas State Hospital – Vernon 4730 College Dr. Vernon, TX 76385	Texas Center for Infectious Disease 2303 S.E. Military Dr. San Antonio, TX 78223
	Waco Center for Youth 3501 North 19th Street Waco, TX 76708

Other notices to DSHS shall be delivered to:

Physical Address:

Department of State Health Services
Mental Health Contracts Management Unit, Mail Code 2058
909 West 45th Street, Bldg. 552
Austin, TX 78751

Items delivered via U.S. Postal mail may be sent to:

Department of State Health Services
Mental Health Contracts Management Unit, Mail Code 2058
P.O. Box 149347
Austin, Texas 78714-9347

Via email:

MHContracts@dshs.state.tx.us
Elizabeth.Wyatt@dshs.state.tx.us

Phone: 512-206-5395

Notices to Contractor shall be delivered to:

Attn: Aida O Oracion, CEO
4325 N. 23rd St. Suite E
McAllen
TX

78504

Email: obnial@prodigy.net
Phone: 956-683-1212

And

Attn: Romer Fajutag, Chief Staff Adm
4325 N. 23rd St. Suite E
McAllen
TX
78504

Email: rfajutag@abestplacementtx.com
Phone: 956-683-1212

Either party may change the individual, address, or facsimile number to which notices must be sent by notifying the other party in writing by the means specified above.

Each party is signing this Contract on the date opposite that party's signature.

Contractor	Department of State Health Services.
By: Aida O. Oracion	By:
Aida O Oracion CEO	**Lauren Lacefield** **Assistant Commissioner**
Date: Aug. 14, 2015	Date: AUG 24 2015