

COMMUNITY HEALTHCORE
CONTRACTS DEPARTMENT
107 Woodbine Pl, Longview, TX 75601
903.237.2341
lee.brown@communityhealthcore.com

Lee Brown
Director of Contracts

COMMUNITY HEALTHCORE
LONGVIEW, TEXAS
REQUEST FOR PROPOSAL
INSTRUCTIONS/TERMS OF CONTRACT

RFP # 1009-21 – Healthcare Strategic Planning Consultant

COMPLETE RFP CAN BE FOUND AT

<http://communityhealthcore.com/about-us/contractors/request-for-proposals/>

Questions regarding this REQUEST FOR PROPOSAL should be directed to Lee Brown at (903) 237-2341 or lee.brown@communityhealthcore.com

Please submit one bid to a secure email site at:

RFP1009-21@communityhealthcore.com

By Noon, Tuesday July 6, 2021

Please label email subject line:

“Proposal for RFP Healthcare Strategic Planning Consultant”

The enclosed REQUEST FOR PROPOSAL and ATTACHED DOCUMENTS are for your convenience in preparing proposal for the enclosed referenced products and/or services for Community Healthcore. For any response include RFP number and RFP Name on Submission

Sabine Valley Regional MHMR Center dba Community Healthcore is the Health and Human Services Commission's (HHSC) designated Local Mental Health Authority and Local Intellectual & Developmental Disabilities Authority for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas.

Community Healthcore appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown above. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

PUBLIC OPENING

Opening is scheduled to be held **2:00 p.m. on Tuesday, July 6, 2020** in the Ben Bane Room, 107 Woodbine, Longview, TX. You are invited to attend.

Community Healthcore is seeking proposals for a Healthcare Strategic Planning Consultant. For a full description of the Scope of Work, see Attachment A.

Attachments: Documents listed below are a part of this Request for Proposal and required to be included in any response:

1. Attachment A – Detailed Scope of Work, Instructions for Response, and Scoring of RFP
2. Attachment B – Conflict of Interest Questionnaire for vendor doing business with local governmental entity
3. Attachment C – Standard Community Healthcore Contract
4. Attachment D – Response - Cover Sheet

QUESTIONS AND ANSWERS.

Please submit all questions in writing to lee.brown@communityhealthcore.com by 5:00 p.m., **Wednesday, June 30, 2021**.

NO BID LIST: If you do not wish to submit a proposal at this time but wish to remain on the bid list for this commodity/service, please submit a "No Proposal" by the same time and location as stated for in RFP. If a response is not received in the form of a "Proposal" or "No Proposal" for three consecutive RFP's, you will be removed from the proposal list. If you wish to be removed from the proposal list, or changed to the proposal list for another commodity/service, please let us know.

Awards should be made approximately 20 days after the RFP opening date. To obtain results, please contact Community Healthcore Contracts Department 903-237-2341.

FUNDING: Funds for payment are provided through Community Healthcore budget approved by the Board of Trustees for the fiscal year. State of Texas statutes prohibit the expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Community Healthcore fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received after submission deadline may be considered; no proposals will be accepted after Bid Opening. Community Healthcore is not responsible for lateness or non-delivery of any electronic submission.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Responder without permission of Community Healthcore for ninety (90) days following the date designated for the receipt of the proposals, and the Responder so agrees upon submittal of their proposal.

SALES TAX: Community Healthcore is exempted by law from State of Texas Sales Tax and Federal Excise Tax.

PROPOSAL AWARD: Community Healthcore reserves the right to award proposals on the lump sum or unit price basis, whichever is in the best value for the Center. Community Healthcore reserves the right to accept or reject any or all proposals.

CONTRACT: This proposal, when properly accepted by Community Healthcore, shall constitute a contract equally binding between the successful Responder and Community Healthcore. No different or additional terms will become a part of this contract with the exception of Change Orders or changes agreed to in writing by both parties

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Community Healthcore Purchasing Agent.

ETHICS: The Responder shall not offer or accept gifts of value nor enter into any business arrangement with an employee, official or agent of Community Healthcore.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the instructions of this invitation will be considered for award. Responders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Responder has not taken exceptions and shall hold the Responder responsible to perform in strict accordance with the specifications of the RFP. Community Healthcore reserves the right to accept any or all or none of the exception(s)/substitution(s) deemed to be in the best value for Community

Healthcore. The Responder may at his discretion elect not to submit a proposal on specific items. The Responder should note this by stating "No Proposal" on items he does not wish to submit a proposal.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal (RFP) and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Community Healthcore Contracts Department. Addenda will be communicated in the same method as the Request for Proposal. Responders shall acknowledge receipt of all addenda in their proposal.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

SUCCESSFUL RESPONDER SHALL defend, indemnify and save harmless Community Healthcore and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Responder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Responder will indemnify and save harmless Community Healthcore from liability, claim or demand on their part, agents, servants, customers, and/or employees. Successful Responder shall pay any judgement with costs and fees which may be obtained against Community Healthcore growing out of such injury or damages.

WAGES: Successful Responder shall pay or cause to be paid, without cost to Community Healthcore, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law. Proposer must maintain all documentation required by law for workers providing services to Community Healthcore.

TERM OF THE CONTRACT: This contract will commence on August 1, 2021 and will end May 31, 2022. Community Healthcore and the Successful Responder may mutual agree to extending this agreement based upon need and funding availability.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Community Healthcore reserves the right to award cancelled contract to next best Responder as it deems to be in the best value for Community Healthcore.

TERMINATION of FUNDING: The term of this Agreement shall be subject to continued funding by the Federal Government, the State of Texas, and agencies thereof, in support of the services provided by Contractor. Should there be fundamental changes in, or termination of, funding for said services, the Center may with thirty (30) days written notice terminate this agreement, without prejudice to the right of Contractor to all payments due at the time of termination. Formal documentation of the funding changes shall be made available to Contractor upon request.

TERMINATION FOR DEFAULT: Community Healthcore reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Community Healthcore in the event of breach or default of this contract. Community Healthcore reserves the right to terminate the contract immediately in the event the successful Responder fails to:

1. Meet schedules;
2. Pay any fees; or
3. Otherwise perform in accordance with these specifications

Breach of contract or default authorizes Community Healthcore to exercise any or all of the following rights:

1. Community Healthcore may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Community Healthcore may take possession of all goods, fixtures and materials of successful Responder therein and may foreclose its lien against personal property, applying the proceeds towards fees due or thereafter becoming due.

In the event the successful Responder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Community Healthcore shall give the successful Responder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Community Healthcore within two (2) working days of receipt of such notice by the successful Responder, default will be declared and all the successful Responder's rights shall terminate.

Responder, in submitting this proposal, agrees that Community Healthcore shall not be liable for damages in the event that Community Healthcore declares the Responder in default.

NOTICE: Any notice provided by this proposal (or required by law) to be given to the successful Responder by Community Healthcore shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Responder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Responder agrees to protect and indemnify Community Healthcore from claims involving infringements of patents and /or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Community Healthcore may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection and delivery. The contract administrator will serve as liaison between Community Healthcore Contracts Department (which has the overall contract administration responsibilities) and the successful Responder.

PURCHASE ORDER: When specified a purchase order(s) will be generated by Community Healthcore to the successful Responder. When a purchase order has been generated the purchase order number must appear on all itemized invoices and packing slips. Community Healthcore will not be held responsible for any orders placed/delivered without a valid current purchase order when it has been specified by the contract that one shall be generated for purchase.

INVOICES shall show all information as stated above, shall be issued for each order and shall be mailed directly to the Community Healthcore Business Office, P.O. Box 6800, Longview, TX. 75608.

PAYMENT will be made upon receipt and acceptance by Community Healthcore of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful Responder(s) is required to pay subcontractors within ten (10) days after the vendor receives payment.

ITEMS supplied under this contract shall be subject to the approval of Community Healthcore. Items found defective or not meeting specifications shall be picked up and replaced by the successful Responder at the next service at no expense to Community Healthcore. If item is not picked up within one (1) week after notification, the item will become a donation to Community Healthcore for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Community Healthcore.

WARRANTY: Successful Responder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES - The successful Responder and Community Healthcore agree that both parties have all the rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, Smith and Upshur Counties in the State of Texas.

ASSIGNMENT: The Successful Responder shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of Community Healthcore.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these shall be made based on this statement.

Each insurance policy furnished by successful Responder shall include, by endorsement to the policy, a statement that a notice shall be given to Community Healthcore by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to Community Healthcore until Community Healthcore actually receives and takes possession of the goods at the point or points of delivery.

COMMUNITY HEALTHCORE expressly reserves the right to accept or reject in part or in whole any or all proposals submitted and to waive any technicalities or formalities considered to be the best value for Community Healthcore.

HISTORICALLY UNDERUTILIZED BUSINESSES Community Healthcore is committed to developing, establishing and maintaining historically underutilized businesses' involvement in the total procurement process.

ANY QUESTIONS concerning the Invitation to Proposal and specifications should be directed to Community Healthcore Contracts Department at (903) 237-2341 or emailed to lee.brown@communityhealthcore.com.

ATTACHMENT A - DETAILED SCOPE OF WORK

I.	Detailed Scope of Work	Page 8
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III.	Scoring of the RFP	Page 11

I. Detailed Scope of Work

A Healthcare Strategic Planner (herein referred to as Consultant) will work with the Center both onsite and remote to accomplish the following the Grantee's Workplan and Timeline.

	Critical Step (Action or Activity taken)	Milestones (Achievement of Progress Point by Participant)	Timing (When to be accomplish ed)
1	Engage healthcare consultant to develop a strategic implementation plan to integrated CCBHC and FQHC - LA	1. Through RFP process, identify healthcare consultant, 2. Interview and choose consultant; 3. Complete and sign contract.	9/1/2021
2	Review current services provided as a CCBHC, those that must be offered as an FQHC and other services important for the organization's strategic mission.	1. Identify CCBHC services provided/required under CCBHC status. 2. Identify FQHC services provided/required under FQHC status. 3. Identify, evaluate and prioritize services to meet needs of community (expanded care coordination, Youth SUD, OB services. Consultant is engaged and the process of establishing how data and pertinent information is shared.	12/15/2021
3	Prioritize and develop implementation plans for new services.	1. Services are prioritized 2. Plans are developed per priority	3/31/2022
4	Begin Implementation of expanded care coordination services	1. Implement plans as needed. Details are dependent on services to be required.	5/31/2022

	and/or other programs, as prioritized in plan.	2. Continue implementation plans as priorities dictate.	
5	Ensure that all services offered or planned under CCBHC/FQHC organization will be integrated and coordinated for optimal patient and provider access and efficiency.	1. Workflows are developed to maximize provider efficiency. 2. Patient referral to multiple services is clear and the workflow is effective.	5/31/2022

Critical Step 1 will be accomplished through this RFP.

Critical Step 2, the Consultant will focus primarily on the FQHC requirements and the development of this service-line into the existing communities and other healthcare services in the region. Help assist emerging FQHC with regulations compliance, financial cash flow, workforce and organizational structure. Opinion of which our existing services would best be provided through the FQHC. Provided technical support in for the integration of services between the FQHC and the CCBHC/LMHA components of the Center. A written report will be generated by the Consultant capturing this body of review and recommendations will be the evidence for the Milestones listed in Step 2. The Consultant will identify key data points to be collected within the system and a dashboard for pertinent measures. Consultant will also rank the services to best meet the needs of the Center/region. The Project Lead will make final acceptance of the report.

Critical Step 3, the Consultant will review the results with Center staff and the team with the Consultant facilitating, will prioritize and develop implementation plans for any new services as well as existing services that need to be strengthened / expanded. Consultant will generate an implementation plan using a format accepted by the Project Lead.

Critical Step 4, the Consultant will be available as a consult through May 2022.

Critical Step 5, the Consultant will be available as a consult through May 2022.

II. Instructions for Response

Please submit in your response the following information requested.

A. Scope of Work

- 1) Submit a work plan with timelines and strategies depicting how you will complete Critical Step 2. Include when onsite and when remote.
- 2) Submit an implementation plan that you have developed with another entity in a like circumstance. Please choose one that includes integration of primary and behavioral services.

B. Cost -

We have budgeted up to \$200,000 for the Consultant Expense. Please provide your bid for the total cost of the project including Critical Steps 2 – 5 including all direct and indirect expenses.

C. Qualification / Experience

1. Please detail your work with other Federally Qualified Health Clinics, Certified Community Behavioral Health Clinics, and Local Mental Health Authorities. Be sure to include any Texas organizations in your narrative.
2. Please list your associates who will take the lead on this project. Please include background and experience on each.

D. References

Community Healthcore requests Responder to supply the following with this RFP:

1. Provide three (3) references where like services have been received by their firm
2. Must be professional references
3. Each may be verified

Include name of firm, address, telephone number and name of contact.

Note: It is the practice of Community Healthcore to score a “Zero” after 3 attempts are made for a Reference Check without success and no call back or other communication by the reference.

E. Other

1. Acknowledgements of RFP and all RFP Addenda's
2. Provide a complete copy of insurance policy including all addendums
3. Workers Compensation Policy
4. Return signed Conflict of Interest Questionnaire (Attachment B)
5. Acceptance of the Contract format – Attachment C pages 15-37
6. Proposal Coversheet - Attachment D

Failure to provide this information may result in rejection of proposal.

III. Scoring of the RFP

A. Factors to be considered include:

1. Delivery terms;
2. Quality and reliability of respondent's goods or services;
3. The extent to which the goods or services meet Community Healthcore's needs as described in this RFP;
4. Past offeror performance, respondents' financial resources and ability to perform, the respondent's experience and responsibility, and the respondent's ability to provide reliable service agreements

5. The impact on the ability of Community Healthcore to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of goods and services from persons with disabilities;
6. The total long-term cost to the local authority of acquiring the respondent's goods or services;
7. The cost of any Community Healthcore employee training associated with the acquisition;
8. The effect of the acquisition on Community Healthcore's productivity;
9. Price
10. Whether the respondent can perform the contract or provide the service(s) within the contract term, promptly provide the services, without delay or interference;
11. Respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
12. Whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
13. Whether necessary or desirable support and ancillary services are available to the respondent;
14. The character, responsibility, integrity, reputation, and experience of the respondent;
15. The quality of the facilities and equipment available to or proposed by the respondent;
16. The ability of the respondent to provide continuity of services;
17. The ability of the respondent to meet all applicable written policies, principles, and regulations;
18. Any factor is relevant to determining the best value for Community Healthcore in the context of this procurement.

B. Proposals will be scored using the following criteria:

These factors will be considered and some may be given greater weight than others

Description	Maximum Points
Scope of Work (includes all specification)	40 points
Cost	11 points
Qualification / Experience	40 points
References	9 points

Evaluation Team members may call responders to clarify aspects of a proposal.

Please direct any questions you have about this specification to (903) 237-2341 or email lee.brown@communityhealthcore.com.

Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT - C- NON-COMMUNITY SERVICES RFP CONTRACT

STATE OF TEXAS §

COUNTY OF GREGG §

**Community Healthcore
Services Contract**

I.

Name of Legal Entity and Doing Business As (d/b/a) Name, if applicable (herein referred to as "Contractor")	
Contractor's Representative	
Contractor's Professional's	
Contractor's Mailing Address	
Contractor's Email Address	
Taxpayer Identification No. (EIN or SSN for Individual)	Contractor's Telephone Number
Contract Effective Date	Contract Expiration Date
	August 31, 2021
Program Name(s) and Unit Number(s) Served	Contract Number
	E-
Program Manager/Supervisor	Program Manager/Supervisor Telephone Number
Payment	Total Contract Amount Not To Exceed

II.

2.1 Services:

Scope of Work:

Exhibit A (if the scope of work is more than a quarter page long, post as an Exhibit, ie RFA, RFP) –

Center will ensure that all contracted services provided by licensed independent practitioners will be within the scope of their professional licenses.

Only Contractor and 'Contractor's Professionals' as identified in Section I are approved for professional work hereunder. In the event that Contractor adds/changes/subtracts "Contractor's Professionals", Contractor shall submit an amended Section I "Contractor's Professionals" list reflecting the same.

2.2

Payment:

Payment for Service:

This contract may not exceed the total amount authorized in Section I. Services are reimbursed at the payment amount for actual work provided. The total amount paid out through this contract may be less than the total amount authorized.

Payment will be made based upon a completed claim form approved either by the Executive Director or by the Center employee(s) authorized to approve billing(s). Payment for services is conditioned upon the Contractor completing the documentation necessary for the Center to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet standards, reporting requirements, and rules set forth by the Texas Health and Human Services Commission (HHSC) and the Center and funding sources as applicable.

The Contractor will ensure invoices are submitted in proper form and in the Business Office by the 15th of the month after services have been provided. At the end of the Fiscal Year (August 31), the Contractor will ensure all invoices for services will be submitted in proper form and in the Business Office by September 15th, 202_.

2.3

Training:

The following is a list of Training Requirements that need to be completed initially before services are provided and annually thereafter as specified. Community Healthcore will update this list as needed to be in compliance with all Federal, State, and Local standards as specified by our funding agencies.

- Insert Individual modules here

III.

THIS AGREEMENT is made and entered into by and between Sabine Valley Regional MHMR Center (d/b/a Community Healthcore), a community center under the provisions of Chapter 534 of the Texas Health & Safety Code, as amended, (the "Center") and the Contractor (Section I) for the purpose of providing community-based services currently not available to the Center through its present staff of employees. The Center is authorized to enter into this Contract by Texas Government Code, Chapter 2254, to contract for services.

WHEREAS, the Center is the Health and Human Services Commission (HHSC) designated mental health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of mental health services for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas; and

WHEREAS, the Center is the Health and Human Services Commission (HHSC) designated intellectual and developmental disabilities local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of intellectual and developmental disability services for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas; and

WHEREAS, Contractor desires to contract with the Center to provide services; and

WHEREAS, Contractor agrees and certifies that the Contractor has current professional and educational qualifications and certifications, registrations, licenses, and permits required for the performance of this contract.

NOW, THEREFORE, in consideration of the mutual agreements contained within this Contract and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, Center, and Contractor agree as follows:

IV.

The Contractor agrees:

4.1 Contractor's Obligations: The Contractor agrees to provide services listed under Section 2.1. the Contractor must notify and coordinate with Center a schedule for providing services under this Contract. The Contractor's schedule must be mutually agreed upon by the Contractor and Center. The Contractor must, in the performance of this Contract, interact with staff, other contractors, or consultants of Center in a cooperative manner and will consult with such persons regarding services provided under this Contract as necessary. The Contractor agrees to accept the professional obligations and is capable of performing the essential functions in the scope of work as represented in the contract. Contractor hereby agrees to abide by the Policies and Procedures of Community Healthcore.

4.2 Confidentiality. In accordance with Texas Health and Safety Code, Chapter 611, the Contractor must maintain the confidentiality of information received during the performance of this Contract, including information which discloses confidential personal information or identifies any person served by Center except as provided by Section 611.004 or 611.045. Any information, including, oral, written or digital documentation, is considered confidential.

During the course of the contract, all confidential information (personal health information (PHI)) must be maintained on a secure device whether it is your personal property, vendor property or Community Healthcore's device. All such data must be deleted or returned upon the end of this agreement. All PHI obtained during the course of this agreement is the property of Community Healthcore.

Before storing any PHI on a device that is not owned by Community Healthcore, you must obtain a written statement from Community Healthcore's IT department that it meets Community Healthcore's security requirements.

Business Associate Agreement attached as Exhibit B is incorporated into this contract as set out in full.

4.3 Reports and Records. The Contractor must complete and file in a timely manner reports, records, or documentation in a format specified / agreed by the Center to enable Center to document the reasonableness and necessity of the costs of services rendered under this Contract.

4.4 Record Retention. The Contractor must retain all financial records, supporting documents, statistical records and any documents pertinent to this Contract until six (6)

years after termination of this Contract or until any audits, in progress at the end of the six (6) year period, are complete, whichever is later.

4.5 Access. Pursuant to Health and Safety Code 534.060 Contractor must permit representatives and agents of Center, including independent financial auditors or other authorized governmental agencies to have unrestricted access to all facilities, records, data, and other information under the control of Contractor as necessary to enable Center to audit, monitor and review all financial activities and services associated with Center's funds. This provision shall survive the completion of the contract period and such access shall remain in effect during the pendency of any audit.

4.6 Compliance. Contractor agrees to fully comply with all applicable local, state, and federal laws, rules, regulations, handbooks, standards, and guidelines now in effect and that become effective during the term of this Agreement.

Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, 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 Contractor agrees to fully comply with The Business Code of Conduct provided by Community Healthcore and will adhere to terms contained therein. (Exhibit C)

Contractor represents and warrants that it will comply with all State and Federal training requirements including any funding or oversight agency requirements.

4.7 Certifications, Registrations, Licenses, and Permits. Contractor and Contractor's Professionals must maintain all certifications, registrations, licenses, or permits required by law to remain in good standing in the profession during the term of this Contract. In addition, the Contractor must inform the Center immediately of any changes to such certifications, registrations, licenses, or permits during the term of this Contract. The Contractor certifies that its license, permit, or certificate has not been suspended or revoked by any applicable agency or authority.

4.8 W-9 Form. The Contractor must provide the Center with a completed IRS Form W-9, (Payer's Request for Taxpayer Identification Number and Certification), upon execution of this Contract.

4.9 Conviction Disclosure.

1. Contractor, by its signature on this contract, certifies that no employee, officer, or director of Contractor's business has been or is convicted of any crime related to any state or federally funded program.
2. The Contractor shall identify in writing, delivered to the office of the Center's Executive Director, any employee, officer, volunteer or director of Contractor's business who is in direct contact with persons referred to Contractor by Center and has been convicted, received a probated sentence, arrested (or for whom there exists an arrest warrant), or for whom there exists a wanted person notice, related to any crime relevant to that person's employment and/or duties. For purposes of this Contract, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

3. If any employee, officer, volunteer or director of Contractor's business who is in direct contact with persons served by Center has been convicted of a crime listed in Section 4.9.2 of this Contract, Contractor must remove the employee, officer, volunteer or director from direct contact with such persons unless otherwise agreed to by Center in writing.
4. Failure to disclose any information required under this Section or making a false certification relating thereto is cause for immediate termination of this Agreement by the Center.

4.10 Contractual Abeyance or Bar. The Contractor certifies that it is not presently held in abeyance or barred from the award of a federal or state contract during the term of this Contract. The Contractor must notify the Center if the Contractor is or becomes held in abeyance or barred from the award of a federal or state contract during the term of this Contract.

4.11 Franchise Tax. The Contractor certifies that it is current in its payment of any required Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this Contract and will constitute grounds for termination of this Contract at the option of Center. If the Contractor becomes delinquent in the payment of its Texas franchise tax during the term of this Contract, payment to Contractor may be withheld until such delinquency is remedied.

4.12 Reporting Requirements Imposed by Law.

1. The Contractor must report to the DFPS Abuse, Neglect, and Exploitation Investigator by telephone at 800-252-5400, any suspicion, knowledge, or allegation that any person has committed abuse, neglect, or exploitation of any person served by the Center. Such reports must be made immediately, if possible, but in no case more than one hour after the incident, as required by TAC Title 40, Chapter 4, Subchapter L and Title 25, Chapter 414, Subchapter L (relating to Client Abuse, Neglect, and Exploitation in HHSC Facilities). Allegations involving the clinical practice of a licensed professional shall be referred to the appropriate licensing authority for review for possible peer review and reporting in disciplinary boards in accordance with procedures outlined in TAC Title 40, Chapter 4, Subchapter L, and Title 25, Chapter 414, Subchapter L.
2. The Contractor must report by telephone to the appropriate Center personnel at (903) 758-2471, any allegation that a person has committed abuse, neglect, or exploitation of any person served by the Center immediately, but in no event later than 24 hours after the incident. The Contractor shall further notify the Center of any action taken against any of Contractor's employees accused of abuse, neglect, or exploitation of persons served by the Center.

4.13 Workplace and Confidentiality Guidelines Regarding AIDS/HIV. As required by the Texas Health and Safety Code, Chapter 85, the Contractor must adopt and implement workplace guidelines similar to the guidelines of HHSC and Center, concerning persons with AIDS/HIV infection. As required by Texas Health and Safety Code, Chapter 85, Contractor must also adopt and implement guidelines for Contractor and/or Contractor's employees and for any persons served by Contractor pursuant to this Contract, consistent with guidelines published by the Texas Department of State Health Services and with State and federal law and regulations, regarding confidentiality of AIDS and HIV-related medical information.

4.14 Certification of Child Support Payment Obligor. As provided by Texas Family Code, Section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Under Section 231.006, the Contractor certifies that she/he/it is not ineligible to receive the payments specified in this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. The Contractor shall notify the Center, in writing, not later than 24-hours after learning of any circumstance that changes its certification under this section.

4.15 Certification Regarding Procurement. The Contractor certifies that she/he/it has not offered, given, or agreed to give anything of value to an employee or officer of Center in connection with the procurement of this Contract.

4.16 Conflict of Interest. Contractor certifies that no employee or officer of Contractor has participated in the selection, award, or administration of this Contract in which a conflict of interest exists, as such is defined in the Contracts Management Rule (TAC, Title 40, Chapter 2, Subchapter B and Title 25, Chapter 417, Subchapter B). In the performance of this Contract, the Contractor shall not allow himself or any officer, employee, or agent to receive any funds under this Contract if the contractor, officer, employee, or agent has a conflict of interest, real or apparent. Such a conflict would arise when: (a) the contractor, employee, officer or agent, (b) any member of his immediate family, his or her partner, or (c) an organization which employs or is about to employ, any of the above, has a financial or other interest in any entity selected for referrals or awards under this Contract.

4.17 Independent Contractor

1. The relationship between the Center and Contractor shall be that of an independent contractor. It is agreed that the 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 Center.
2. The Center will not hire nor have any input whatsoever in the hiring of employees of the Contractor.
3. The Contractor will supply any tools, supplies, or implements necessary to perform the services contemplated under this Agreement.
4. The Contractor assumes all responsibility for profit or loss under this Agreement.
5. The Contractor agrees and represents that he/she/it performs services for persons or entities other than the Center. The Contractor agrees and represents that he/she/it makes the services to be provided under this Agreement available to the general public on a regular and consistent basis.
6. The Center will not require, either explicitly or implicitly, Contractor to devote substantially full time to the Center's business.

4.18 Professional Judgment. The Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.

4.19 Services.

1. The community-based services to be provided by the Contractor will be provided in accordance with the Plans of Care, Individual Habilitation Plans, or Community Placement Plans of persons served.
2. The Contractor agrees that no person who is eligible for services under this agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.
3. The Contractor agrees that it may not restrict or expand the definitions of priority population or any other consumer defined in this agreement.
4. The Contractor agrees that it will not deny services to a consumer serviced under this Contract because of the consumer's inability to pay.
5. The Contractor must ensure that if any services provided by Contractor, now or in the future, are funded by Title XIX of the Social Security Act relating to the services of an Intermediate Care Facility / Intellectual and Developmental Disabilities (ICF/IDD), an Intermediate Care Facility (ICF), or a Skilled Nursing Facility (SNF), no funds received by Contractor from Center shall be used to pay for services reimbursed under Title XIX. Contractor further must notify Center if Contractor intends to participate in any Title XIX program and, if Contractor participates in such a program, to notify Center if any Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance.

4.20 Center Approval of Contractor Personnel. The Contractor agrees not to subcontract or assign any services until such subcontractors are approved by the Center. Any subcontractors or employees of the Contractor are the direct responsibility of the Contractor.

4.21 Reporting Regarding Licensure. The Contractor agrees that it shall report to Center any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an act that constitutes grounds for the denial or revocation of the certification or licensure. The Contractor will further report to the Center if any professional has had his/her license revoked. If the Contractor's employee has such a denial or revocation, and the Contractor fails to remove such employee, then this Contract may be terminated without prior notice.

4.22 Quality Management and Monitoring. Contractor agrees to conduct quality management activities, including organizational self-assessments and measures of satisfaction as specified by the Center; to comply with utilization management requirements as specified by the Center; and to comply with the Center's monitoring procedures, including submission of reports and data and other information requested by Center.

4.23 Independent Contractor Indemnification

1. Contractor and Center understand and agree that:
 - a. Center will not withhold or pay on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to

Contractor any of the benefits, including worker's compensation insurance coverage, afforded to employees of Center;

- b. All such withholdings, payments and benefits, if any, are the sole responsibility of Contractor; and

4.24 CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS CENTER FROM ANY DAMAGES, CLAIMS, OR LIABILITY, INCLUDING ATTORNEY FEES AND PENALTIES, ADMINISTRATIVE DISALLOWANCES, LEGAL EXPENSES, INCURRED BY CONTRACTOR WITH RESPECT TO SUCH PAYMENTS, WITHHOLDINGS, AND BENEFITS.

CONTRACTOR SHALL TO INDEMNIFY AND HOLD HARMLESS CENTER, ITS TRUSTEES, BOARD, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DAMAGES, CLAIMS, AGAINST ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS RELATED TO THE INVESTIGATION OF ANY SUCH CLAIM, ACTION, OR PROCEEDING) INCURRED BY CONTRACTOR WITH RESPECT TO SUCH PAYMENTS, WITHHOLDINGS, AND BENEFITS, OBLIGATIONS, LOSSES, FINES, PENALTIES, AND ASSESSMENTS RESULTING FROM OR ARISING OUT OF THE NON-PERFORMANCE OR THE NEGLIGENT PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, WHETHER BY THE CONTRACTOR, HIS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.

4.25 Insurance.

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, policies of general and professional liability insurance coverage in order to insure Contractor and Center against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement.
2. The Contractor shall furnish a Declaration of Insurance. Such insurance shall be in the amounts specified in Exhibit D. The Center may withhold payments under the terms of this Agreement until the Contractor furnishes the Center the Declaration of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. The Contractor shall give the Center 30 days prior written notice of any proposed cancellation of any of the above-described insurance policies.

V.

The Center and Contractor mutually agree:

5.1 Term of the Contract. This contract will commence on the date listed in Section I, **Contract Effective Date**. It will end on August 31, 2021, with the option for two, one-year extensions.

5.2 Immediate Termination. Center may terminate this Agreement immediately if (a) Center has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons served under this Agreement; (b) Contractor has become ineligible to receive Center funds; (c) Contractor or its employees has its Texas license or certification suspended or revoked.

5.3 Termination of Funding. The term of this Agreement shall be subject to continued funding by the Federal Government, the State of Texas, and agencies thereof, in support of the services provided by the Contractor. Should there be fundamental changes in or termination of, funding for said services, the Center may with thirty (30) days written notice terminate this agreement, without prejudice to the right of Contractor to all payments due at the time of termination. Formal documentation of the funding changes shall be made available to the Contractor upon request.

5.4 Termination Upon Default. Either party may terminate this Agreement upon 30 days written notice if the other party is in default of any of the provisions herein.

5.5 Termination Without Cause. This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other party. The parties agree that this Contract is not intended to and does not confer any property rights upon the Contractor such that due process under the State or Federal Constitutions is required prior to termination.

5.6 Responsibilities Prior to Termination. Following written notification of intent to terminate and until the agreed-upon date of termination, the Contractor will continue to have the responsibility to provide services under this Contract, and the Center will continue to have the responsibility to pay for the services in the manner specified in this Contract.

5.7 Automatic Extension. In the event Center and Contractor are still negotiating, preparing, and/or reviewing the services of this Contract upon the termination date, this Contract shall automatically extend up to 90 days.

5.8 Effect of Termination. Upon termination of this Contract, Contractor and Center will be discharged from any further obligation created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, the obligations of the Contractor to retain records and maintain the confidentiality of information shall survive this Contract.

5.9 Contract Monitoring. The Center is responsible for routine monitoring of this Agreement to ensure the Contractor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed. At least annually the Program Manager/Director will complete an evaluation of the contractor's performance. When a contractor works at multiple sites under different Program Managers/Directors, the respective staff will collaborate to complete the evaluation.

5.10 Withholding of Payment. Notwithstanding anything to the contrary herein, the Contractor agrees that payments due under this Contract may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the services specified herein have not been satisfactorily completed in accordance with the terms and conditions of this Contract.

5.11 Severability. In the event any provision of this Contract becomes unenforceable or void, all other provisions of this Contract will remain in effect.

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

5.13 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.

5.14 Changes Condition. If Contractor is required to comply with an additional requirement pursuant to compliance with new and unforeseeable statutes, regulations, standards, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the Agreement and create significant, unanticipated costs, the parties may agree to renegotiate the agreement. However, any changes to this Agreement or performances hereunder required by statute, regulation, administrative ruling, or court decision, are automatically incorporated into this Agreement upon the effective date of such statute, regulation, court decision, or administrative ruling.

5.15 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 Gregg County, Texas.

5.16 Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Executive Director.

5.17 Contractor's Authority. The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.

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

5.19 Dispute Resolution. In the event, a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and 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 dispute resolution panel composed of at least three persons selected by the Center's Executive Director or his designee and adhere to the following steps:

1. At least one member of the panel must be an employee of the Contractor and at least one member must be an employee of the Center.
2. The panel shall hold a conference within the time period specified by the Center's Executive Director or his designee.
3. The panel shall make written recommendations concerning the resolution of the dispute based upon the information presented by the Center and Contractor.
4. The recommendations shall be submitted to the Contractor within the specified time frame.
5. The Center's Executive Director or his designee serves as the final authority in the resolution process and may accept or reject all or part of the panel's recommendations.
6. The Contractor shall be notified of the Center's Executive Director or his designee's final determination in writing.

This Agreement (Section I through Section V) constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding, written or oral agreement between the parties. For the faithful performance of the terms of this contract, the parties hereto in their capacities stated, affix their signatures and bind them.

EXECUTED THIS ____ DAY OF _____, 20__.

CENTER: COMMUNITY HEALTHCORE P.O. Box 6800 Longview, Texas 75608	NAME OF CONTRACTOR:
SIGNATURE: INMAN WHITE, EXECUTIVE DIRECTOR	SIGNATURE OF CONTRACTOR OR REPRESENTATIVE:

EXHIBIT A
Scope of Work

(Insert the finalized scope of work)

Exhibit B

HIPAA BUSINESS ASSOCIATE AGREEMENT

For purposes of this HIPAA Business Associate Agreement, “Covered Entity” shall mean _____, and COMMUNITY HEALTHCORE. Each entity is a “Business Associate” of the other. The entities are collectively referred to as the “Parties”.

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI were used or disclosed by Covered Entity in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, (ii) for Data Aggregation Services (as hereinafter defined), and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law.
 - 3.1 Business Associate shall not [and shall provide that its directors, officers, employees, subcontractors, and agents, do not] disclose PHI to any other person (other than members of their respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:
 - (i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee.
 - (ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and
 - (iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.
 - 3.2 Business Associate shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has

advised such person of Business Associate's obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

- 3.3 In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent commercially practical harmful effects that are known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Access to and Amendment of Protected Health Information.** Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity; and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.
5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.
6. **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.
7. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

8.

Data Breach Notification and Mitigation.

- 8.1 **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including ePHI, which compromises the security or privacy of the PHI/ePHI. A breach compromises the security or privacy of PHI/ePHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/ePHI was compromised (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 8.1, governs the determination of the date of discovery of a HIPAA Breach. In the event of any conflict between this Section 8.1 and the Confidentiality Requirements, the more stringent requirements shall govern.
- 8.2 **Discovery of Breach.** Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than five (5) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate.
- 8.3 **Reporting a Breach.** No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with:
 - (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);
 - (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;
 - (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account numbers of

- any type, disability codes, diagnostic and/or billing codes and similar information);
- (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and
 - (v) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9. Termination.

- 9.1 This Agreement shall commence on the Effective Date.
- 9.2 Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.
- 9.3 Upon termination of this Agreement for any reason, Business Associate agrees:
 - (i) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>; or
 - (ii) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. Miscellaneous.

- 10.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

“Covered Party

Community Healthcore
Attn. Inman White, Executive Director
107 Woodbine Place
Longview TX 75601

- 10.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 10.3 Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- 10.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 10.5 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
- 10.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute relating to this Agreement shall be in Gregg County, Texas.
- 10.7 Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
- 10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom

enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

10.9 Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (i) *"Business Associate"* shall have the meaning given to the term "Associate" under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- (ii) *"Covered Entity"* shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- (iii) *"Data Aggregation Services"* shall mean the combining of PHI or EPHI by Business Associate with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.
- (iv) *"Electronic Protected Health Information" or "EPHI"* shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.
- (v) *"Privacy Rule"* shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.
- (vi) *"Security Rule"* shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- (vii) *"Protected Health Information" or "PHI"* means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. *[45 CFR §§160.103 and 164.501.*
- (viii) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The U.S. Department of Health and Human Services ("HHS") interim final rule at 74 Fed. Reg. 42,740 implements the security breach notice provisions of HITECH.
- (ix) Any other capitalized term not otherwise defined in this Section 13.10 or this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

11. **Effective Date.** The effective date of this agreement is the same as the contract by and between parties.

12. **Authorization.** The parties signing below evidence their agreement to the matters set forth herein as of the Effective Date set forth above.

Exhibit C

Business Code of Conduct

- I. Statement of Policy.** Community Healthcore employees and contractors will exhibit behavior based on honesty, integrity and a sense of fairness. It is the responsibility of each employee and (contract provider *or* affiliate provider *or* external provider) to maintain the highest standard of business ethics. This includes taking timely and responsive positive action to prevent or correct any improper or inappropriate acts. The Community Healthcore Board of Trustees and Management are committed to providing avenues through which ethical issues may be raised, reviewed and resolved openly and honestly.
- II. Ethical Standards.** The business conducted by Community Healthcore will be delivered in an environment with the highest ethical, legal and professional standards. Honesty, integrity and impartiality will be demonstrated when dealing with Community Healthcore individuals served, providers, vendors, regulators, competitors, community and employees. The Board of Trustees, employees and (contract providers *or* affiliate providers *or* external providers) will make every effort to avoid even the appearance of illegal, unethical or unprofessional conduct.
- III. Conflict of Interest.** Employees and (contract providers *or* affiliate providers *or* external providers) are expected to exhibit professional loyalty to the Center. Employees and (contract providers *or* affiliate providers *or* external providers) are expected to avoid conflicts of interest and opportunities for personal gain for themselves individually, members of their immediate families and others which may impede their best judgment.
- IV. Gifts and Favors.** The following are expectations of Community Healthcore employees and (contract providers *or* affiliate providers *or* external providers):

 - A. Gifts of entertainment from vendors should be limited to common business courtesies which may include an occasional lunch or dinner or gift of limited value. Monetary gifts or any favors offered in attempt to gain unfair influence or advantage are never acceptable.
 - B. Employees and (contract providers *or* affiliate providers *or* external providers) should not seek to gain influence or advantage of a customer, potential customer or business by providing inappropriate gifts or entertainment. Any gift should be limited in value and consistent with common business courtesies. Giving monetary gifts is never acceptable.
- V. Outside Business and Financial Interests.** The following are guidelines for employees and (contract providers *or* affiliate providers *or* external providers) regarding interests outside of the business conducted by Community Healthcore:

 - A. Employees, or members of their respective families, and (contract providers *or* affiliate providers *or* external providers) should not have substantial financial or business interest with a competitor, customer or supplier of Community Healthcore without first reviewing the nature of activity with the Community Healthcore Executive Director *or* his / her designee.
 - B. Each employee's employment should be his/her first business priority. Any other employment or business activity will be considered secondary and should not interfere with individual employee job performance and responsibilities.

VI. Compliance. The following are guidelines for compliance with this Business Code of Conduct:

- A. Employees and (contract providers *or* affiliate providers *or* external providers) are committed to complying with all federal and state laws and regulations, with an emphasis on preventing fraud and abuse.
- B. Community Healthcore will conduct audits and other risk evaluation to monitor compliance and assist in the reduction of identified problem areas.
- C. Community Healthcore will maintain processes to:
 - 1. Detect Medicaid/Medicare or other third party payer compliance offenses;
 - 2. Initiate corrective and preventive action;
 - 3. Report to appropriate oversight authorities, both professional and regulatory, when appropriate; and
 - 4. Address consequences for employees and (contract providers *or* affiliate providers *or* external providers) for failure to comply with standards, policies and procedures.

VII. Accounting and Reporting. Each employee and (contract provider *or* affiliate provider *or* external provider) will ensure the integrity of the Center by accurately and truthfully recording all corporate information, accounting and operational data through strict adherence to established accounting and business procedures.

VIII. Corporate Resources. Each employee and (contract provider *or* affiliate provider *or* external provider) is expected to use corporate resources economically and safeguard corporate assets at all times.

IX. Political Activities. As good citizens, each employee and (contract provider *or* affiliate provider *or* external provider) is encouraged to participate in the political process. Community Healthcore must, however, ensure that employee and (contract provider *or* affiliate provider *or* external provider) political activities and contributions do not appear to represent the opinion of Community Healthcore.

X. Confidentiality. Each employee and (contract provider *or* affiliate provider *or* external provider) is expected to diligently safeguard all Community Healthcore records deemed confidential including information about Community Healthcore (consumers *or* clients) and their families; internal operations; and fellow employees and (contract providers *or* affiliate providers *or* external providers), as described in Community Healthcore policy and federal and state law.

XI. (Client *or* Customer *or* Consumer) Focus. Because Community Healthcore (clients *or* customers *or* consumers) are the primary focus of every activity, each employee and (contract provider *or* affiliate provider *or* external provider) will be committed to continually improving our products, services and cost competitiveness to meet the individual needs of Community Healthcore (clients *or* customers *or* consumers).

XII. Employee Relations. Each employee and contractor is expected to perform assigned tasks in a responsible, reliable and cooperative manner and treat each other with mutual respect, dignity and trust.

XIII. Controlled Substances. The illegal use or possession of any controlled substance is unacceptable and will not be tolerated. These acts are illegal and jeopardize the safety of employees, (contract providers *or* affiliate providers *or* external providers) and (clients *or* customers *or* consumers); and reduce productivity, reliability and trustworthiness.

Consequences, per Center policy and contract provision, will be in instances of these actions.

XIV. Reporting Misconduct. The following are obligations for reporting misconduct:

- A. Each employee and (contract provider *or* affiliate provider *or* external provider) is responsible for bringing to the attention of his/her Community Healthcore supervisor any situation that appears to be in violation of this Business Code of Conduct.
- B. Supervisors will suggest appropriate action or contact the Community Healthcore Compliance Officer, in accordance with Community Healthcore policy.
 - 1. If it is inappropriate to discuss the issue with an immediate supervisor, the employee may raise the issue directly with the Community Healthcore Compliance Officer.
 - 2. If necessary, the issue may be brought to the attention of the Community Healthcore Executive Director *or* Title of Appropriate Management Position.
 - 3. Reporting violations will remain confidential unless otherwise obliged by professional code of conduct, state or federal law. Employees and (contract providers *or* affiliate providers *or* external providers) may, however, be required to substantiate any allegations of wrongdoing.
 - 4. No employee or (contract provider *or* affiliate provider *or* external provider) will be punished or subjected to reprisal because he/she, in good faith, reports a violation of this Business Code of Conduct. Center policy regarding retaliation will be adhered to in all such instances.

XV. Conclusion. It is the responsibility of each employee and (contract provider *or* affiliate provider *or* external provider) to maintain the highest standards of business ethics. This includes taking positive action to prevent or correct any improper or inappropriate acts. Community Healthcore Board of Trustees and Management are committed to providing avenues through which ethical issues may be raised, reviewed and resolved openly and honestly.

Exhibit D**Guidelines for Insurance Requirements
For Contractors**

SERVICES PROVIDED	LINE OF COVERAGE	LIMIT OF LIABILITY GUIDELINES
<i>Administrative (Company)(1)</i>	General Liability (Premises/Operations) Workers' Compensation Automobile Liability (include Hired & Non-owned Autos)	\$1,000,000/\$2,000,000 WC – Statutory Employers' Liability - \$500,000 \$1,000,000 Combined Single Limit
<i>Administrative (Individual) (2)</i>	General Liability (Premises/Operations) Automobile Liability	\$500,000/\$1,000,000 \$500,000 Combined Single Limit
<i>Consumer Services (Company) (3)</i>	Professional Liability General Liability (Premises/Operations) Workers' Compensation Automobile Liability (include Hired & Non-owned Autos)	\$1,000,000/\$3,000,000 \$1,000,000/\$2,000,000 WC – Statutory Employers' Liability - \$500,000 \$1,000,000 Combined Single Limit
<i>Professional, Consumer Services (Individual) – Physicians (4)</i>	Professional Liability General Liability (Premises/ Operations) (5) Automobile Liability	\$1,000,000/\$3,000,000 \$1,000,000/\$2,000,000 \$500,000 Combined Single Limit
<i>Professional, Consumer Services (Individual) – Non-Physician (6)</i>	Professional Liability General Liability (Premises/ Operations)(5) Automobile Liability	\$500,000/\$1,000,000 \$500,000/\$1,000,000 \$500,000 Combined Single Limit
<i>Professional (Individual) – With Family Contact (7)</i>	No insurance requirements. Signed hold harmless agreement in lieu of insurance.	
<i>Building Construction (Company) (8)</i>	General Liability (Premises/ Operations and Completed Operations) Workers' Compensation Automobile Liability (include hired and non-owned autos)	\$2,000,000/\$4,000,000 (minimum) WC – Statutory Employers' Liability - \$500,000 \$2,000,000 Combined Single Limit (minimum)
<i>General Building Services (Company) (9)</i>	General Liability (Premises/ Operations and Completed Operations) Workers' Compensation Automobile Liability (include hired and non-owned autos)	\$1,000,000 (minimum) WC – Statutory Employers' Liability - \$500,000 \$1,000,000 Combined Single Limit (minimum)
<i>General Building Services (Individual) (10)</i>	General Liability (Premises/ Operations and Completed Operations) Automobile Liability	\$500,000 (Minimum) \$250,000 Combined Single Limit (Minimum)

- (1) Administrative (company) contractor examples: cabling companies
 - (2) Administrative (individuals) contractor examples: IT programmer, accountant, grant writer
 - (3) Consumer Services (company) contractor examples: Vocation programs, respite programs, residence programs
 - (4) Professional, Consumer Services (individual) – Physicians contractor is limited to medical doctors
 - (5) General liability coverage is not required for individuals rendering services strictly on the center's premises
 - (6) Professional, Consumer Services (individual) – Non-physician contractor examples: psychologists, nurses, therapists, etc.
 - (7) Professional – With Family Contact (individual) is limited to clients being cared for by family members for whom the family receives some compensation and/or reimbursement from the center.
 - (8) Building Construction (Company) contractor examples: General contractors, subcontractors, architects, engineers, etc.
 - (9) General Building Services (Company) contractor examples: Lawn maintenance, building maintenance, janitorial services, etc.
 - (10) General Building Services (Individual) contractor examples: Lawn maintenance, building maintenance, janitorial services, etc.
- The center should be named as an additional insured on each of the above policies.
 - The center should obtain a certificate of insurance to verify coverage and to ensure notification in the event of any material changes in the policy.
 - An umbrella policy may serve to meet the above limit of liability requirements.

ATTACHMENT D – RESPONSE COVER SHEET

Name of Legal Entity and Doing Business As (d/b/a) Name, if applicable
Respondent's Representative
Respondent's Mailing Address
Respondent's Email Address
Respondent's Telephone Number

Pursuant to the advertisement for proposal to be received,

I/We _____
Company Name

Located at _____
Company Address

hereby submit our proposal. This proposal is made without collusion on the part of any person, firm or corporation.

Signature: _____

Printed name: _____ Title: _____

Date: _____

E-mail Address _____