

COMMUNITY HEALTHCORE  
CONTRACTS DEPARTMENT  
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903.237.2341  
[Lee.Brown@communityhealthcore.com](mailto:Lee.Brown@communityhealthcore.com)

Lee Brown  
Director Contracts

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

RFP # 1012-23 Telehealth Clinicians

**COMPLETE RFP CAN BE FOUND AT**

<https://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](mailto:Lee.Brown@communityhealthcore.com)

Sealed proposals shall be received no later than:

**10:00 a.m., Monday, May 15, 2023**

Please submit an Email to a secure email site at:

[RFP1012-23@communityhealthcore.com](mailto:RFP1012-23@communityhealthcore.com)

Please label the email subject:

**“Proposal for Telehealth Clinicians”**

The responder shall sign and date the proposal on each page. Proposals that are not signed, dated, or delivered by the time specified above will be rejected.

The enclosed REQUEST FOR PROPOSAL and ATTACHED DOCUMENTS are for your convenience in preparing a proposal for the enclosed referenced products

and/or services for Community Healthcore. For any response include the 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:**

An opening is scheduled to be held at **11:00 a.m. on Monday, May 15, 2023**, in the Ben Bane Room, 107 Woodbine, Longview, TX. You are invited to attend.

Community Healthcore is seeking proposals for Telehealth Clinicians. 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 are required to be included in any response:

- 1) Attachment A – Detailed Scope of Work, Instructions for Response, and Scoring of RFP
- 2) Attachment A1 - Questions
- 3) Attachment B – Conflict of Interest Questionnaire for vendor doing business with a local governmental entity
- 4) Attachment C – Standard Community Healthcore Contract

**OTHER ASPECTS:**

**FUNDING:** Funds for payment are provided through the Community Healthcore budget approved by the Board of Trustees for the fiscal year. State of Texas statutes prohibits 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 the submission deadline will be considered void and unacceptable. Community Healthcore is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after the 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 canceled 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 a lump sum or unit price basis, whichever is 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 the model and/or make/manufacture used in proposal specifications are 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. The sole issuing authority of addenda shall be vested in Community Healthcore Purchasing Agent. 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 services.

**DESIGN, STRENGTH, and QUALITY** of materials must conform to the highest standards of the 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 judgment 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. Proposers must maintain all documentation required by law for workers providing services to Community Healthcore.

**TERM OF THE CONTRACT:** This contract will commence on the date listed in Section I, Contract Effective Date. It will end on August 31, 2023, with the option for two, one-year extension.

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

**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 the liaison between Community Healthcore Purchasing 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 for 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 the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA.

**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 the 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.

**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 the prior written consent of Community Healthcore.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or 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.

**MINIMUM STANDARDS FOR ALL PROSPECTIVE RESPONDERS:** A prospective Responder must affirmatively demonstrate/meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required; please specify this within the proposal;
2. Be able to comply with the required or proposed delivery schedule. Include all details as appropriate including staffing levels, supervision, and how Responder will monitor the service;
3. Have a satisfactory record of performance evidenced by references;
4. Have a satisfactory record of integrity and ethics;
5. Have the ability to provide usage data on items ordered or delivered;
6. Have the ability to package and mark items for specific Community Healthcore units;
7. Be able to provide descriptive information as required, including a detailed scope of work to be provided and frequency if applicable;
8. Be otherwise qualified and eligible to receive an award; and,
9. Meet any additional requirements specified in the RFP.

ANY QUESTIONS concerning the Request for Proposal and specifications should be directed to Community Healthcore Contracts Department, at 903.237.2341 or emailed to [lee.brown@communityhealthcore.com](mailto:lee.brown@communityhealthcore.com).



## ATTACHMENT A

I.	Detailed Scope of Work .....	Page 1
II.	Instructions for Response .....	Page 2
III.	Scoring of the RFP .....	Page 3

### I. Detailed Scope of Work: Telehealth Clinicians

The Center is a Community Mental Health & Intellectual Disability Center created by Texas state law and serves nine counties in the northeast Texas region of the state. Its budget is \$37 million annually and serves approximately 16,000 individuals yearly. Services include adult and children's mental health, substance use disorder, intellectual and developmental disability, primary care, early childhood intervention, veterans, and many specialty populations. The Center contracts with the Texas Health & Human Services Commission, Substance Abuse & Mental Health Services Administration, Texas Veterans Commission, Texas Department of Criminal Justice, National Council for Mental Wellbeing, and other national, state, and local funders.

The Center is seeking an organization who will supply qualified Clinicians and Prescribers.

A Telehealth Clinician for Child and Adolescent Services will:

- Provide services primarily using Cognitive Behavioral Therapy and Trauma Focused-Cognitive Behavioral Therapy.
- Serve a marginalized population. Experience working with kids via telehealth, experience and understanding of working with parents too. Level of intensity is higher, so being able to handle crises. The most frequent diagnosis are ADHC, Adjustment Disorder, Oppositional Defiant Disorder, and Mood Disorder with Depression, Anxiety, Bipolar, and Disruptive Mood Dysregulation Disorder. Ages are typically ten years and older up to age 18 but have been as young as 4 years old.
- Work with other team members to provide wrap around services and accessing community resources.
- Perform Initial Intake for 60-90 minutes and 60 minute follow up sessions. A Center staff member will schedule the initial intakes and the Telehealth Clinician would schedule the follow up visits.
- Work 32 to 40 hours a week; Mon-Thurs: 8am-6pm CST, Friday: 8am-12pm CST. Off for a one hour lunch at Noon.
- Perform two intakes per mornings and 3-4 follow ups in the afternoon. On days when no intakes are scheduled, 7-8 follow ups.
- Join a weekly team meeting for various topics and support and meet individually monthly with their Clinical Supervisor.
- Be a Licensed Clinical Social Worker or Licensed Marriage and Family Therapist or a Licensed Professional Counselor.



A Telehealth Clinician for Adult Services will:

- Provide services using an Evidenced Based Practice such as Cognitive Behavioral Therapy, Cognitive Processing Therapy, or Dialectical Behavior Therapy.
- Serve the local community population many of whom the clinic is the last resort. More energy and effort is required to work with this population. Sometimes the Telehealth Clinician will be treating individuals who don't have their other primary needs met. The most frequent diagnosis is Serious Mental Illness(SMI) (Bipolar, Schizophrenia, and Major Depressive Disorder), Trauma, Post Traumatic Stress Disorder, and Substance Use Disorder (SUD). Dual diagnosis is a frequent occurrence. More Depression-based and Trauma SUD (SMI need to qualify for services). Ages are typically 20s to 50s although a much older adult may need services at times. The Center would benefit from a clinician who is bilingual.
- Perform Initial Intake for 60-90 minutes and 60 minute follow up sessions. A Center staff member will schedule the initial intakes and the Telehealth Clinician would schedule the follow up visits.
- Work 32 to 40 hours a week; Mon-Fri: 8am-5pm CST. Off for a one hour lunch at Noon.
- Complete a combination of intake and follow ups with intakes in the mornings, and 3-4 follow ups in the afternoon..
- Join a weekly staff meeting and schedule individual time one on one with the clinical supervisor.
- Be a Licensed Clinical Social Worker or Licensed Marriage and Family Therapist or a Licensed Professional Counselor.

For All Telehealth Clinicians

- Collaborative documentation is required.
- English is the the dominate primary language in the area. The second is Spanish. Clinicians use Language Line to assist with language translations.
- The Center currently uses Cerner/Anasazi as it's Electronic Health Record. It will be transitioning to a new EHR; Qualifacts is currently working with the Center to implement its Credible EHR.
- The Center uses BlueJeans as its telehealth platform
- Clinicians use Sysco Jabber as an internal communication system.

## **II. Instructions for Response:**

### **A. Return Attachment A-1 Questions**

Attachment A-1 contains needed information to evaluate prospective vendors. In addition to being a part of this RFP, a separate Word document is provided to ease the Respondent in providing the requested information.

## **B. Contract**

The Center is a unit of local government and subject to various requirements.

1. Using the Center's contract, please include a redline version of any proposed changes. A Word Version of Attachment C is provided for redlining. In a separate document list any deviations from these clauses that the Offeror would like the Center to consider. Please label "Contract Considerations".
2. Offeror will include in the Contract Considerations, the name, telephone number and email for the designated legal representative who will be negotiating the language of the contract.

## **C. References**

The Center requests the responder to supply the following with this RFP:

1. Provide three (3) professional references where like services have been received.
2. Include the name of the firm, address, email address, telephone number, and name of the representative.
3. The finalist will have their references checked prior to entering into any contractual agreement with the Center.

## **D. Other**

1. Acknowledgments of RFP and all RFP Addenda.
2. Return signed Conflict of Interest Questionnaire (Attachment B).

Responder shall provide in their proposal all documentation required by this RFP. Failure to provide this information may result in the rejection of the proposal.

## **III. Scoring of the RFP**

The contract will be awarded based on best value, as determined by considering all relevant factors as established by the Department of State Health Services in 25 Texas Administrative Code Section 412.55 (b) (1)-(19) and (c).

### **A. Factors to be considered include:**

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

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

**B. Proposals will be scored using the following criteria:**

Ref	Attachment A-1 Questions	Points
1.	Experience & Organizational Structure	200
2.	Recruitment and Retention	100
3.	Approach & Relationship	100
4.	Elect to work for the Center	75

5.	Initial Placement & Ending for No Cause	100
6.	Proposed Rate Structure	300
7.	Contract Redline ( <i>essential but not scored</i> )	0
	<b>TOTAL</b>	<b>900</b>

The selected Vendor will be the best value as determined by the Center.

Please direct any questions you have about this RFP to Lee Brown, Director of Contracts Management, at (903) 237-2341 or email [lee.brown@communityhealthcore.com](mailto:lee.brown@communityhealthcore.com).

**Attachment A-1 Questions – Telehealth Clinicians**

Respondent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Please respond to the following:

1. Please describe your experience in providing Telehealth Clinician to outpatient mental health clinics? Please include years of experience and organizational structure.
2. Please describe how you recruit and retain qualified telehealth clinicians.
3. Describe your general approach in working with Mental Health Clinics/Organizations? What is important in the developing and maintaining the relationship them?
4. Do you allow your telehealth clinicians to elect to come to work for the Center should they desire? If so, please describe the timeframe and any compensation Offeror would propose.
5. Do you require an initial guaranteed number of hours (days, months,) for a telehealth clinician to work a placement? In the event the Center no longer needs the contractor during this initial period, what do you propose as appropriate notice and resolution to end the placement with no further obligation?
6. Please propose a rate structure for the Scope of Work as outlined in the Attachment A – Detailed Scope of Work.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center; border-bottom: 1px solid black; width: 60%; margin: 0 auto;">             Name of Officer           </div>		
<b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>          <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div>		
<b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; border-bottom: 1px solid black; text-align: center;">             Signature of vendor doing business with the governmental entity           </div> <div style="width: 35%; border-bottom: 1px solid black; text-align: center;">             Date           </div> </div>		

## 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.



STATE OF TEXAS §

COUNTY OF GREGG §

**Services Contract****I.**

<b>Name of Legal Entity and Doing Business As (d/b/a) Name, if applicable (herein referred to as "Contractor")</b>	
<b>Contractor's Representative</b>	
<b>Contractor's Professionals</b>	
<b>Contractor's Mailing Address</b>	
<b>Contractor's Email Address</b>	
<b>Taxpayer Identification No. (EIN or SSN for Individual)</b>	<b>Contractor's Telephone Number</b>
<b>Contract Effective Date</b>	<b>Contract Expiration Date</b> August 31, 2023
<b>Program Name(s) and Unit Number(s) Served</b>	<b>Center Contract Supervisor</b>
<b>Center Contract Supervisor Telephone Number</b>	<b>Center Contract Supervisor Email Address</b>
<b>Payment</b>	<b>Total Contract Amount Not to Exceed</b>

**II.****2.1 Services:**

The Contractor will provide the following services.

**INSERT or reference Exhibit A or both**

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 the Contractor adds/changes/subtracts "Contractor's Professionals", the Contractor shall submit an amended Section I "Contractor's Professionals" list reflecting the same.

**2.2 Payment:**

**Add**

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 15<sup>th</sup> 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 15<sup>th</sup>, 2023.

### 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 also the "Agency") 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, the 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 considerations, 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 the 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 the 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 the 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 the Center to document the reasonableness and necessity of the costs of services rendered under this Contract.
- 4.4 Access: Pursuant to Health and Safety Code 534.060 Contractor must permit representatives and agents of the 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 the 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.
- 4.5 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 the 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.

- 4.6 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.

4.7 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.

4.8 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.

4.9 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 the Contractor may be withheld until such delinquency is remedied.

4.10 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 to 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 the Contractor's employees accused of abuse, neglect, or exploitation of persons served by the Center.

- 4.11 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, the 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.
- 4.12 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 the Center in connection with the procurement of this Contract.
- 4.13 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.
- 4.14 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, the Contractor to devote substantially full time to the Center's business.
- 4.15 Professional Judgment. The Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.
- 4.16 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 any services provided by the 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. The Contractor further must notify the Center if the Contractor intends to participate in any Title XIX program and, if the Contractor participates in such a program, to notify the Center if any Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance.
- 4.17 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.
- 4.18 Reporting Regarding Licensure. The Contractor agrees that it shall report to the 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.
- 4.19 Quality Management and Monitoring. The 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.
- 4.20 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
    - c. 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.

#### 4.21 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, 202\_, with the option for two, one-year extensions based upon satisfactory performance and mutual agreement.
- 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 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 and does not remedy such default during the 30-day notice period.
- 5.4 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.
- 5.5 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.
- 5.6 Automatic Extension. In the event the 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.
- 5.7 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.
- 5.8 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 Center Contract Supervisor/Director will complete an evaluation of the contractor's performance. When a contractor works at multiple sites under different Center Contract Supervisors/Directors, the respective staff will collaborate to complete the evaluation.

- 5.9 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.
- 5.10 Severability. In the event any provision of this Contract becomes unenforceable or void, all other provisions of this Contract will remain in effect.
- 5.11 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. Any required amendment shall be in writing and shall be sent by mail to the Center and Contractor. The amendment shall be effective on the date of the amendment.
- 5.12 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.
- 5.13 Changes Condition. If the 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 the 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.
- 5.14 Notice. Any required amendment shall be in writing and shall be sent by mail to the Center or Contractor at the address below. The amendment shall be effective on the date both parties have signed the amendment.

**If to the Center:**

Inman White, Executive Director  
Community Healthcore  
P.O. Box 6800  
Longview, Texas 75608  
(903) 758-2471

**If to Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5.15 Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Executive Director.
- 5.16 Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

**VI.****Section 6: Texas Required Contract Clauses**

All of Section VI. is required language added by the State of Texas and extended to units of local government such as the Center for all agreements. Respondent in this section refers to the “Contractor” and the Agency refers to the “Center” unless otherwise stated. Sections are marked with “Section intentionally left blank” when the Texas Required Contract Clauses does not apply to this particular agreement.

- 6.1 Antitrust Affirmation: The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
- 6.2 Assignment: Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.
- 6.3 Buy Texas Affirmation: In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 6.4 Child Support Obligation Affirmation: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).
- 6.5 Section intentionally left blank
- 6.6 Section intentionally left blank
- 6.7 Contracting Information Responsibilities: In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Agency for the duration of the contract, (2) promptly provide to the Agency any contracting information related to the contract that is in the custody or possession of the Respondent on request of the Agency, and (3) on termination or expiration of the contract, either provide at no cost to the Agency all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Agency. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

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.

- 6.8 COVID-19 Vaccine Passport Prohibition: Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 6.9 Critical Infrastructure Affirmation: Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
- 6.10 Cybersecurity Training: Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- 6.11 Data Management and Security Controls: In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Respondent's compliance with the required controls.
- 6.12 Dealings with Public Servants Affirmation: Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 6.13 Debts and Delinquencies Affirmation: Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 6.14 Disaster Recovery Plan: In accordance with 13 TAC § 6.94(a)(9), Respondent shall provide to Agency the descriptions of its business continuity and disaster recovery plans.
- 6.15 Section intentionally left blank
- 6.16 Dispute Resolution (General): The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- 6.17 Section intentionally left blank
- 6.18 Energy Company Boycotts: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.
- 6.19 Entities that Boycott Israel: If Respondent is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.
- 6.20 E-Verify Program: Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
1. all persons employed by Respondent to perform duties within Texas; and

2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

- 6.21 Excess Obligations Prohibited: The contract is subject to termination or cancellation, without penalty to Agency, either in whole or in part, subject to the availability of state funds.

Agency shall have the right to terminate this contract, with thirty (30) days' written notice, if applicable funding from any source, is withdrawn, or reduced to a level, or is no longer adequate that, in Agency's estimation, renders this contract unsustainable.

- 6.22 Excluded Parties: Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

- 6.23 Executive Head of a State Agency Affirmation: Under Section 669.003 of the Texas Government Code, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency. Respondent must provide the following information in the Response.

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State agency: \_\_\_\_\_

Position with Respondent: \_\_\_\_\_

Date of Employment with Respondent: \_\_\_\_\_

**NOTE: If no Former Executives then insert 'NA' in each blank.**

- 6.24 False Statements: Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

- 6.25 Financial Participation Prohibited Affirmation: Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

- 6.26 Firearm Entities and Trade Associations Discrimination: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

- 6.27 Foreign Terrorist Organizations: Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

- 6.28 Former Agency Employees: Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

- 6.29 Governing Law and Venue: The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas,

unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

- 6.30 Human Trafficking Prohibition: Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 6.31 Indemnification (General): RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE RESPONDENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACT OR OMISSIONS OF AGENCY OR ITS EMPLOYEES.

FOR THE AVOIDANCE OF DOUBT, AGENCY SHALL NOT INDEMNIFY RESPONDENT OR ANY OTHER ENTITY UNDER THE CONTRACT.

- 6.32 Section intentionally left blank
- 6.33 Indemnification (IP): RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) AGENCY'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO AGENCY BY RESPONDENT OR OTHERWISE TO WHICH AGENCY HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY

WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

- 6.34 Section intentionally left blank
- 6.35 No Conflicts of Interest: Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 6.36 Prior Disaster Relief Contract Violation: Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 6.37 Public Information Act: Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Specific formats acceptable to the Agency include Word, Excel and pdf.
- 6.38 Signature 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.
- 6.39 Section intentionally left blank
- 6.40 State Auditor's Right to Audit: The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 6.41 Suspension and Debarment: Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- 6.42 Section intentionally left blank
- 6.43 Section intentionally left blank

This Agreement (Section I through Section VI) 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 \_\_\_\_\_, 2023.

<b>CENTER:</b>	<b>NAME OF CONTRACTOR:</b>
<b>SIGNATURE:</b>	<b>SIGNATURE OF CONTRACTOR OR REPRESENTATIVE:</b>
INMAN WHITE, EXECUTIVE DIRECTOR	



**EXHIBIT A**  
**Scope of Work**

(Insert the scope of work)

The full RFP 1012-23 Telehealth Clinicians with all addendums and the Offeror's response is incorporated by reference into this Contract.

**Exhibit B****HIPAA BUSINESS ASSOCIATE AGREEMENT**

For purposes of this HIPAA Business Associate Agreement, “Covered Entity” shall mean COMMUNITY HEALTHCORE. “Business Associate” shall mean \_\_\_\_\_. 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 discloser 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.

“Business Associate”

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Community Healthcore  
Attn.: Inman White, Executive Director  
107 Woodbine Place  
Longview, Texas 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.

### 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**

<b>SERVICES PROVIDED</b>	<b>LINE OF COVERAGE</b>	<b>LIMIT OF LIABILITY GUIDELINES</b>
<i>Administrative (Company)(1)</i>	General Liability (Premises/Operations) Workers' Compensation  Automobile Liability (including 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 (including 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.