



REQUEST FOR PROPOSAL

RFP # 19-002

May 29, 2019

**Commercial Office Remodel**

*For Office Located at: 22 W Cherry Street Paris, TX 75460*

LAKES REGIONAL MHMR CENTER  
dba Lakes Regional Community Center  
REQUEST FOR PROPOSAL (RFP)

**Proposals Due Date: 5:00pm, June 20, 2019**

This RFP is being issued by Lakes Regional MHMR Center, dba, Lakes Regional Community Center (“the Center”), a local governmental unit created under the authority of Texas Health and Safety Code, Title 7, Chapter 534. The Center is seeking written proposals for Commercial Office Remodel. Please read this RFP carefully as it contains the requirements that all proposals must meet to be considered by the Center for potential selection. Failure to conform to all requirements of the RFP will result in rejection of the proposal without any further consideration. The bidder (hereinafter referred to as “Offeror”) is solely responsible for the preparation and submission of a proposal in accordance with instructions contained in this RFP. Technical questions or requests for clarification shall be directed, in writing, to the email address below.

**Services to be Purchased: Commercial Office Remodel**  
**Location: 22 W Cherry Street Paris, TX 75460**

All inquiries about this RFP should be directed to:

Kellie Walker  
Director, Contracts, Provider Network, and Quality Management  
P.O. Box 747  
Terrell, Texas 75160  
(972) 524-4159 x 1160  
[contracts@lakesregional.org](mailto:contracts@lakesregional.org)

**If we have transmitted a copy of this RFP directly to you but, after reviewing it, you determine not to submit a bid, please inform us by sending an email to [contracts@lakesregional.org](mailto:contracts@lakesregional.org) with “No Bid For RFP #19-002 Company Name” in the subject line.**

**Return Five Copies of Completed Bid Via Mail and One Via Email, to:**

Email: [contracts@lakesregional.org](mailto:contracts@lakesregional.org)

Mail:  
Lakes Regional Community Center  
Attn: Kellie Walker  
P.O. Box 747  
Terrell, Texas 75160

Hand Deliver:  
Lakes Regional Community Center  
Attn: Kellie Walker  
400 Airport Road  
Terrell, Texas 75160

**PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED. OFFERORS SHOULD CAREFULLY READ AND UNDERSTAND THIS RFP PRIOR TO SUBMISSION OF A PROPOSAL**

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## II General Conditions and Information

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**Purpose:** The Center is seeking written proposals for Commercial Office Remodeling located at 22 West Cherry Street Paris, TX 75460.

**Prior Communications Are Not Contractual in Nature:** If you have previously communicated with the Center about this project prior to receiving this RFP, Lakes Regional MHMR Center, dba Lakes Community Center, herein after called “the Center”, will not be bound by any previous communication with you. This RFP provides the Center’s exclusive communication in relation to the bid process and its requirements will govern any bid you determine to submit.

**Offeror’s Obligation to Provide All Goods and Services Necessary to Complete the Project:** The Offeror is responsible for providing, at their own expense, any and all equipment (except Center furnished), property, personnel, insurance, taxes, and any other item(s) necessary to perform the services and requirements hereunder.

**Confidentiality:** No potential Offeror will be provided information that will give him a competitive advantage over the other potential Offerors. Unless exempt from the Public Information Act, all information in an offer is confidential only until the Center sends both written notification to the successful Offeror(s) and written notification of non-selection to the unsuccessful Offerors.

### **Schedule of Events:**

May 29, 2019	RFP issue date
June 4, 2019	Mandatory site visit @ 10:00am and 1:30pm
June 7, 2019	Deadline for written questions
June 11, 2019	Answers to written questions posted
June 20, 2019	Deadline for proposal submission to the Center
June 24-28, 2019	Selection completed/contract negotiations begin

**Contract Required:** If the Offeror’s bid is accepted, the Offeror must enter into a binding contract substantially in the form of Attachment E attached hereto. The contract and not this RFP or any proposal will govern the rights and obligations of the parties in relation to Offeror’s provision of Commercial Office Remodeling Services to the Center.

**Contract Period:** Date contract is executed to July 31, 2019

**Funding:** Funding is available through the fiscal year; renewals or extensions are subject to appropriation by the State of Texas Legislature, Texas Department of Health and Human Services, or other funding sources. Performance of the awarded contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Center for any payment may arise for performance under the awarded contract beyond the current fiscal year until funds are made available for

performance and until the contractor receives notice of availability.

**Offeror Eligibility:** Offerors must be in good standing with any state or federal agency from which the Offeror receives funds. If a state or federal agency has terminated an Offeror's contract within the last twelve (12) months for deficiencies in performance of the contract, the Offeror is not eligible to submit a proposal to this RFP. Additionally, any Offeror who has been debarred, suspended, or otherwise excluded from, or is ineligible for participation in federal assistance programs, is not eligible to submit a proposal. Additionally, Offerors who have not repaid funds owed to the Center are not eligible to submit a proposal. We encourage HUB, HUD, and WBE to apply.

**Access to Center Facilities/Observance of Center Regulations:** In relation to any necessary on-site visits, employees, representatives, or subcontractors of the Offeror shall have reasonable and free access to only those areas of Center facilities that are necessary to perform services under the contract and shall have no right of access to any other areas of the facility or center. All site regulations will be observed including but not limited to patient/client confidentiality, parking and security regulations, prohibition against carrying weapons and smoking.

**Commitments:** The parties hereto recognize and agree that the Center's needs may from time to time fluctuate widely. Center makes no representation, guarantee, or commitment that Center will purchase any minimum quantity of services or products under the RFP.

**Mandatory Disclosure** Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures to the local governmental entity. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form Attachment C), in which the vendor must disclose any covered affiliation or business relationship with the Center's personnel that might cause a conflict of interest with a local governmental entity. The Center's appointed officials and employees listed in Attachment C will award or make recommendations for the awarding of a contract. By law, a completed questionnaire must be filed with the Center. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this RFP.

## III Proposal Specifications/Basis of Award

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**Proposal Copies:** All proposals including any supplemental printed material referenced herein shall be submitted in Five (5) copies to the Center prior to the hour and date of proposal closing. In addition, an electronic proposal needs to be emailed to [contracts@lakesregional.org](mailto:contracts@lakesregional.org).

**Conditional Proposals:** Attaching a “policy sheet” and conditioning the proposal may subject your offer to rejection if the terms of such attachment are not in accordance with the general instructions of this RFP.

**General Information:** Proposals must be stamped at Center on or before the hour and date specified for the proposal opening. Late, illegible, incomplete, unsigned, or otherwise non-responsive bids will not be considered. Persons signing the bid must have the authority to bind the firm in a contract. The Center reserves the right to accept or reject all or any part of any bid proposal, waive minor technicalities and award the bid to best serve the interests of the Center. A response to this RFP is an offer to contract for services based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through notification of award and a contract, substantially in form of Attachment E, is negotiated with the Offeror. No work shall commence until the Center signs the contract document(s). In the event the parties cannot negotiate and execute a contract, the Center reserves the right to terminate negotiations with the Offeror and commence negotiations with another Offeror. This RFP does not commit the Center to enter into a contract nor does it obligate the Center to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

**Tax Exemption.** Purchases made for Center use are exempt from the State sales tax and Federal excise tax. Do not include such taxes in the bid. Tax exemption certificates are available upon request.

**False Statements by Offeror.** Signing this bid with a false statement shall void the submitted bid or any resulting contracts and the bidder shall be removed from all bid lists.

**Proposal Material/ Information:** Any material or information submitted by the Offeror in response to this RFP will become the property of Center. Bid materials describing Offeror’s service should be furnished free of expense to Center. If any materials are to be returned to the Offeror, the bid should indicate such and include a postage paid envelope for such return. The proposal submitted to the Center must demonstrate that the offeror is capable of performing, and willing to provide, all deliverables specified in this RFP.

**Reservation of Right to Change Requirements.** The Center reserves the right to change, add, or delete contract deliverables prior to selection. Following selection of an Offeror, the Center and the successful Offeror may negotiate mutually agreed upon changes, additions, or deletions of deliverables specified in this RFP during contract finalization and the term of the contracts, only if it is in the best interest of the Center to do so.

**Withdrawing a Proposal:** An Offeror withdrawing a proposal must submit a letter requesting withdrawal of the proposal prior to selection. The signature(s) on the letter must be the same as the signature on the proposal.

**Modifying a Proposal:** An Offeror modifying a proposal must submit an original of the modified page(s) and the appropriate number of copies to be substituted in the previously submitted proposal. The modifications must be submitted with a letter clearly documenting the changes and the specific pages for substitution. The signature(s) on the letter must be the same as the signature(s) on the proposal. The Center will not accept modifications after the Proposal Due Date and Time, except for modifications that result from negotiation.

**Questions / Interpretations:** Any questions concerning the terms and conditions and technical specifications shall be directed by email to [contracts@lakesregional.org](mailto:contracts@lakesregional.org) by **June 7, 2019**. Inquiries must reference the bid opening date and contract bid number.

**Cost:** Proposals received will be considered all-inclusive for all costs associated with the provision of bid proposed services and products.

**Corrections, Modifications/Withdrawals:** Center reserves the right to withdraw, change, or correct this RFP at any time prior to its closing date.

**Screening of Proposal:** The Center will review the proposals received to screen for eligibility and completeness and to determine if the proposals are responsive and meet the minimum requirements stated in this RFP. The Center will then rank each proposal based on the evaluation criteria. A proposal must meet the following criteria to be considered responsive:

1. A complete proposal must have been submitted by the Proposal Due Date and Time; Offerors can complete more than one bid but they must be completely separate from one another for consideration.
2. The Center must receive the original bid signed by the authorized official of the Offeror; and
- 3.. The proposal must meet the criteria of RFP specifications/service description.

**Rejection of Proposal:** The Center may reject any or all proposals, if it is in the Center's best interest, and is not liable for any costs incurred by Offeror in the development, submission, or review of the RFP or proposal. All proposals must set forth full, accurate, and complete information required by this RFP. Information stated in the proposal is subject to the Center's independent validation.

**Best Value Determination:** The winning bidder will be chosen based on the best overall value as determined by the Center.

The following criteria will be used to evaluate proposals:

1. Cost
2. Firm History and Experience
  - Number of years in business
  - Volume of business
  - Financial viability
3. Qualifications/Expertise of Vendor
  - Past performance and quality
  - Experience performing similar projects
  - Management knowledge and capability
4. Availability of Vendor
  - Current workload of company and adequate number of staff to complete project
  - Company proximity to project
  - Early completion date

**Selection:** Evaluation and award selection will be made by a committee consisting of the Center's staff.

**Oral Interviews:** Oral interviews are provided at the sole discretion of the Center and are for the purposes of allowing the Center to broaden their understanding of certain selected respondents.

**Negotiations:** Negotiations may be conducted either to complete the procurement process or to complete an evaluation. Negotiations may include clarifications, improvements, and revisions to the original offer.

**Award:** After the Center has reviewed each bid for responsiveness:

1. If there is only one interested Offeror, a contract may be negotiated.
2. If several responsive competitive bids are received, the Center may
  - A. Select the best bid and make award without further negotiations; or, not select any bid at all.
  - B. Select those bids within a competitive range and negotiate with those Offerors to select one or more Offerors for contract award.

**Notice of Awards (NOA):** The successful Offeror will receive a written Notice of Award from the Center. The notice of award will be mailed or emailed to all Offerors within ten (10) days after award of the contract. The award to the successful Offeror does not create any contractual obligation on behalf of the Center. After the Notice of Award is issued, contract negotiations with the successful Offeror may commence.

## IV Contract Administration Information

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**Accounting Records:** The successful contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting, and other procedures which may be specified by Center. Financial and accounting records shall be made available at no charge, upon request, to Center or designees at any time during the contract period and any emergencies or written extension thereof and for four years from expiration date and final payment on the contract or extension thereof.

If any inspection or audit of proposers' records discloses any mispricing of products or errors in the use of rates or otherwise, resulting in overpayment by Center, the amount thereof plus interest at prevailing rates during the period of mispricing, shall be refunded to Center promptly upon demand, or Center may, at its option, withhold such overpayments from any amounts otherwise due the Contractor from Center.

**Changes:** Once the proposals have been evaluated, an award, and a contract has been negotiated and entered, the contract can be amended by mutual agreement with written documentation at any time during the contract period. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

# V Specifications

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## **PROJECT OBJECTIVE**

Conversion of 1,078 Sq. Ft. bus bay to offices. This project will be permitted by the City of Paris, all work must pass city requirements and inspections.

## **MANDATORY PRE-PROPOSAL CONFERENCE**

The mandatory pre-proposal conferences are scheduled for Tuesday 6/04/2019 @ 10:00 AM, and Tuesday 6/04/2019 @ 1:30PM. The location of both pre-proposal conferences is 22 West Cherry Street, Paris, TX. Respondents must have an employee of their firm attend at least one (1) of the two (2) pre-proposal conferences. The Center shall reject qualifications submitted by firms that did not attend one of the mandatory conferences.

## **SUBCONTRACTORS:**

Subcontractors must be approved by the Center. Any subcontractors providing service under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the primary respondent of responsibility for the service. If the respondent uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

- a) Subcontracting shall be at the respondent's expense.
- b) Offeror will provide evidence of references and background checks to Center. All staff must pass background checks at the contractor's expense.
- c) The respondent shall be the only contact for the Center and subcontractors. Respondent shall list a designated point of contact for all the Center and subcontractor inquiries.

## **PROJECT SCOPE AND SPECIFICATIONS**

*BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS.*

1,078 Sq. Ft. Remodel, to include but not limited to; Structural wood framing, drywall, tape & bedding, Paint, 2x2 acoustical ceilings, insulation, electrical, plumbing, HVAC, carpentry, flooring, doors and hardware. Per Drawings and Specs.

Consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

- Proposals received by the stipulated deadline must be in the correct format. Line Item Cost
- Bidder's alleged performance effectiveness of their proposal's solution regarding the Project Objective of.
- Bidder's performance history and alleged ability to timely deliver proposed services.
- Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
- Overall cost effectiveness of the proposal.
- General Liability Insurance with minimum coverage of \$1,000,000,000 with Lakes Regional Community Center as additional insurer on certificate.

# Attachment A

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## Response to RFP (To be returned to Center)

Name of Offeror: \_\_\_\_\_

Person Preparing Response: \_\_\_\_\_

Phone Number & Cell Number of Preparer: \_\_\_\_\_

Email of Preparer: \_\_\_\_\_

### Offeror Proposal Should Include the Following:

#### **PROPOSAL SUBMISSION FORMAT**

Proposal is to be submitted in AIA format. The following is a list of information that the Bidder should include in their proposal submission:

#### **Summary of Bidder Background**

- Bidder's Name(s)
- Bidder's Address
- Bidder's Contact Information (and preferred method of communication)
- Legal Form of Bidder (e.g. sole proprietor, partnership, corporation)
- Date Bidder's Company Formed
- Description of Bidder's company in terms of size, range and types of services offered and clientele.
- Bidder's principal officers (e.g. President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Managers) and length of time each officer has performed in his/her field of expertise.
- Bidder's Federal Employee Identification Number (FEIN)
- Evidence of legal authority to conduct business in (e.g. business license number).
- Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.

**Financial Information**

- State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code.
- State whether the Bidder or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

**Proposed Outcome**

- Summary of timeline and work to be completed.

**Cost Proposal Summary and Breakdown**

- A detailed list of any and all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

## Attachment B

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### ASSURANCES

(To be Returned to Center)

I understand that I and my organization, known collectively as “Offeror” must comply with each of the assurances listed below if awarded a contract in response to this proposal. I am legally authorized to bind my organization to the following assurances, as signified by my signature at the end of this section. I understand that my failure to sign this section and certify all of these assurances may result in disqualification of this proposal.

1. Offeror has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal.
2. Offeror must comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this application who will perform any labor or services.
3. Offeror must comply with all federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), which prohibits discrimination on the basis of handicaps; the American with Disabilities Act of 1990 (Public Law 101-336); and all amendment to each, and all requirements imposed by the regulations issues pursuant to these acts, especially 45 CFR Part 80 (relating to race, color and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).
4. Offeror must comply with Chapter 783, Texas Government Code, and the Uniform Grant and Management System (UGMS) which apply as terms and conditions of any resulting contract. If a conflict arises between the provisions of this contract, UGMS, the provisions of UGMS will prevail unless expressly stated otherwise. A copy of these referenced materials are available upon request.
5. Offeror has arrived at this proposal independently without consultation, communication, or agreement for the purpose of restricting competition.
6. Offeror and its officers or employees have no relationship now and will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent.

7. Offeror accepts the terms, conditions, criteria and requirements set forth in the RFP.
8. Offeror accepts the Center's sole right to award any proposal or reject any or all proposals submitted at any time.
9. Offeror accepts the Center's sole right to cancel the RFP at any time the Center so desires.
10. Offeror accepts Center's sole right to alter the time tables for procurement as set forth in the RFP.
11. Offeror agrees that no claim will be made for payment to cover costs incurred in the preparation of the submission of the proposal or any other associated costs.
12. Offeror owes no funds to Center, or State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment.
13. Offeror agrees to refrain from entering into any subcontracts for services without prior approval or waiver of the right of prior approval in writing from the Center.
14. Offeror agrees that all processes and products resulting from this contract will be the property of the Center.
15. Offeror agrees to ensure that information about individuals served by Center will be kept confidential and agrees to sign a Business Associates Agreement (BAA) if awarded the contract.
16. Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal or state Center or agency.
17. Offeror, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas, or is not otherwise subject to payment of franchise taxes to the State of Texas.
18. No member of offeror staff or governing authority has participated in the development of specific criteria for award of this contract, nor will participate in the selection of the successful proposer awarded this contract.
19. No member of Offeror's staff has worked as an employee for the Center in the past one year.
20. Offeror has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for the award

of this contract or will participate in the selection of the successful proposer awarded this contract.

21. Offeror agrees to provide Center with information necessary to validate any statements made in this proposal, as requested by Center. This may include, but is not necessarily limited to, allowing access for on-site observation, granting permission for Center to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in the proposal as requested by Center may result in disqualification of the proposal.
22. As provided by Texas Family Code, Section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Offeror certifies that it is not ineligible to receive the payments under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
23. Offeror certifies that its license, permit, or certificate has not been revoked by any Health and Human Services agency or Public Safety and Criminal Justice agency.
24. The wholesaler has not given, offered to give, nor intends to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public employee in connection with the submitted proposal.
25. State contractors are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contracts awarded by the State. Are you a certified HUB \_\_\_\_ Yes \_\_\_\_ No? If so, check one of the following: \_\_\_\_ African American \_\_\_\_ Hispanic American \_\_\_\_ American Woman \_\_\_\_ Asia/Native American.
26. If an award is issued, do you plan to utilize a subcontractor or supplier for all or any portion of the contract? \_\_\_\_ Yes \_\_\_\_ No
27. If yes, what percentage of the work will be subcontracted to HUBs? \_\_\_\_%

Enter the Vendor ID number assigned and used by the comptroller of Public Accounts of Texas. Vendor ID # \_\_\_\_\_

If this number is not known, complete the following:

Your Federal Employers Identification Number - \_\_\_\_\_

A sole owner must enter their social security number - \_\_\_\_\_

Offeror: \_\_\_\_\_

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

Person to contact regarding inquiries by using agency.

_____	_____	_____
Name	Title	Phone

_____	_____	_____
Signature of Offeror	Date	Printed Name of Offeror

## Attachment C

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### Board of Trustees

David Stewart, MD Board Chair

Tom Brown, Board Vice Chair

John Kegerreis, PHD, Board Secretary/Treasurer

Pamela Clayton, B&F Committee Chair

James Ervin, Programs Committee Chair

Carrie Hefner, Human Resources Committee

Theresa Marchand, Programs Committee

Frances Neal, Programs Committee

Ernest Paul Pewitt, Human Resources Committee

Martha Shaner, B&F Committee

Linda Sharpin, B&F Committee

### Lakes Staff

John Delaney, Executive Director

Erwin Hancock, Chief Financial Officer

Kellie Walker, Director Contract, QM and Provider Network

Richard Wilson, Facilities Manager

James Williams, Director of Behavioral Health

Kim Farris, Center Director, Paris

The vendor must disclose any covered affiliation or business relationship with the Center's personnel that might cause a conflict of interest with a local governmental entity. The Conflict of Interest Questionnaire on the next page needs to be filled out and any relationship with the above mentioned individuals needs to be listed on the form. **If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form.**

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (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.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**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.**

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?

Yes                      No

                    

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?

Yes                       No

**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.**

**6**  **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).**

**7** \_\_\_\_\_

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# Attachment D

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## SCREENING EVALUATION TOOL

Lakes Regional Community Center

Screening Sheet (met/not met)

Name of Offeror: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

**Evaluation Factor # 1:**

A complete proposal must have been submitted by the Proposal Due Date and Time; Offerors can complete more than one bid but they must be completely separate from one another for consideration.

Met \_\_\_\_\_ Not Met \_\_\_\_\_

**Evaluation Factor # 2:**

The Center must receive the original bid signed by the authorized official of the Offeror.

Met \_\_\_\_\_ Not Met \_\_\_\_\_

**Evaluation Factor # 3:**

Ability to meet criteria of RFP specifications/ service description.

Met \_\_\_\_\_ Not Met \_\_\_\_\_

*Offeror must meet the above criteria to be considered responsive. An unresponsive offer is not a complete response to the RFP and can be disqualified.*

**Is offer considered responsive?**

Yes \_\_\_\_\_ No \_\_\_\_\_

## Attachment E

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### LAKES REGIONAL MHMR CENTER (DBA LAKES REGIONAL COMMUNITY CENTER) PROVIDER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_, 2019, by and between **Lakes Regional MHMR Center (dba Lakes Regional Community Center)**, a **community center under** the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the “Center”) and \_\_\_\_\_, (the “Contractor”), a Texas, sole proprietor for the purpose of providing specialized services currently not available to the Center through its present staff of employees.

#### RECITALS

WHEREAS, **Lakes Regional MHMR Center (dba Lakes Regional Community Center)** is the Health and Human Service Commission (HHSC), designated mental health and/or Intellectual Developmental Disability local Center, respectively, established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and/or intellectual developmental disability services for the residents of **Camp, Delta, Ellis, Franklin, Hopkins, Hunt, Kaufman, Lamar, Morris, Navarro, Rockwall, and Titus counties; and**

WHEREAS, Contractor desires to contract with Center to **Conduct a Commercial Remodel** and;

WHEREAS, this agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### I. PERSONNEL

The Authority staff member responsible for monitoring this agreement is the **Facility Manager**

The Authority staff member authorized to approve billing is **the Facility Manager**

The Authority staff member authorized to approve the clinical program is the **Facility Manager**

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

1. Independent Contractor.

a. The relationship between the Authority and Contractor shall be that of an

independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an officer, employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the Authority. Contractor (including its employees) is prohibited from representing to Authority clients or consumers, any third party, or the general public, that it is an employee or agent of the Authority.

- b. Contractor understands and agrees that Authority:
    - i. will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding; and
    - ii. will not give to Contractor any of the benefits given to employees of Authority.
  - c. All the payments, withholdings, and benefits, if any, are Contractor's sole responsibility under this Agreement; and
  - d. Contractor will indemnify and hold Authority harmless from any and all loss or liability arising from Contractor's failure to make the payments, withholdings, and benefits, if any, described in this Agreement.
  - e. In the event the Internal Revenue Service should question or challenge Contractor's independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.
2. Professional Judgment. In the performance of all services under this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of its services. Contractor will employ his own means and methods and exercise his own professional judgment in performing the services under this Agreement. The sole concern of the Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Authority and state law.

### **III. OBLIGATIONS OF CONTRACTOR**

1. Center Approval of Contractor Personnel. Contractor agrees not to subcontract or assign any services until the use of such subcontractors are approved by Authority in writing. Any subcontractors or employees of Contractor are the direct responsibility of Contractor. Contractor is responsible for criminal history checks for any subcontractor.
2. Qualifications. Professional and educational qualification and any additional documentation are set forth in Exhibit B
  - a. Contractor agrees that it shall comply with the most current and relevant Health and Human Services Commission (HHCS) rules, community standards, certifications,

- accreditations, and licenses, all applicable policies of the Authority, and all applicable local, state, and federal laws and regulations (Exhibit C) now in effect and that become effective during the term of this Agreement.
- b. Contractor represents and warrants that its employees or personnel are not currently employees of the Authority.
  - c. Contractor represents and warrants that it is not more than thirty (30) days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code §231.006.
  - d. Contractor further certifies to the following:
    - 1) It is not ineligible for participation in federal or state assistance programs;
    - 2) It is in good standing with all state and federal agencies that have a contracting or regulatory relationship with Contractor;
    - 3) No officer or managing employee of Contractor has been convicted of a crime related to any program established under Medicare, Medicaid, Title XX social services block grants or community Intellectual Developmental Disability block grant;
    - 4) Neither it nor its officers or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
3. Receipts and Records. Contractor agrees to provide the Center upon request with original receipts for the purchases of all goods and services involving the use of Center funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Center for a period of six (6) years.
  4. Disclosure. Contractor agrees to disclose to the Center if any of its subcontractors or employees to this agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this agreement. Contractor will provide immediate notification if such occurs anytime during the term of this Agreement.
  5. Immigration Reform and Control Act. Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
  6. AIDS/HIV Workplace Guidelines. Contractor agrees to adopt and implement AIDS/HIV workplace guidelines similar to those adopted by Health and Human Service Commission (HHSC), and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
  7. Contractor's Governing Body. Contractor agrees to provide Center with a list of the members of Contractor's governing body, if applicable.
  8. Confidentiality of Records of Individuals Served by the Center. Contractor agrees to comply with all applicable Health Insurance Portability and Accountability Act regulations including the Business Associate Agreement, if applicable to services provided, (see

Exhibit B) incorporated by reference to this Agreement. In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule (45 CFR Parts 160 and 164):

- a. Use and Disclosure of Protected Health Information (“PHI”)-Contractor Agrees to:
  - i. General.
    1. Hold all protected health information (“PHI”) confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV’T CODE Ann. § 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.
    2. Be bound by all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), PL 104-191, the HIPAA regulations (codified at 45 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as “Privacy Requirements”.
- b. Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.
- c. Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term “client identifying information” and/or “protected health information” includes, but is not limited to, a client’s medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has received services at the facility, center, or other designated provider.
- d. Contractor agrees to report to Center any use or disclosure of protected health information not provided for by this agreement of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that it is aware of resulting from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.
- e. Contractor agrees to make available to the Secretary of State or its designee its internal practices, books, and records and policies and procedures (or those of Center used by Contractor) related to the use and disclosure of protected health information for the purpose of determining Contractor’s compliance with the Privacy Rule.

9. Access. Pursuant to Health and Safety Code §534.060, Contractor agrees to allow the Center, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable the Health and Human Service Commission (HHSC) or the Center to audit, monitor, and review all financial or programmatic activities in services associated with this agreement.
10. Required Information for Criminal Conviction Checks. The Contractor agrees to provide to the Center any information necessary to obtain or regarding criminal history record information/conviction data on Contractor or any of Contractor's employees whose duties place them in direct contact with clients in accordance with Tex. Health & Safety Code Ann. §533.007 (Vernon 1992) and Chapter 250, and 25 Texas Administrative Code Chapter 414, Subchapter K. Should contractor or any employee have a criminal history/conviction relevant to its employment then Contractor shall immediately remove the employee from any direct contact with Clients/consumers. If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice. If a Contractor uses a Subcontractor the Contractor is responsible for obtaining criminal history checks on the subcontractor.
11. Assignment. Contractor assigns to Center any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U. S. C. A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec.15.01 et seq. (1967).
12. The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR. CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

#### IV. RESPONSIBILITIES OF THE CENTER

1. Payment.
  - a. In consideration of the obligations undertaken by Contractor, the Authority agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibit D**, for an amount not to exceed \_\_\_\_\_ **DOLLARS (\$\_\_\_\_\_00)** for fiscal year, **2020**.
  - b. This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Center has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Center.
  - c. Payment will be made as reflected in **Exhibit D** based upon a completed claim form approved either by the Executive Director, or by the Center employee(s) authorized to approve billing(s).
  - d. 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 Center.

- e. Overpayment. In the event Contractor receives overpayment of services provided. Contractor and Center mutually agree that such identified overpayment will be deducted in total from the next reimbursement unless otherwise agreed upon in writing by Center's Executive Director or Designee.
2. 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.
  3. Franchise Tax. If Contractor is a corporation and becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

## **V. INSURANCE**

1. Contractor agrees to maintain, at its sole cost and expense, policies of general and professional liability insurance coverage, vehicle/automobile coverage and workers compensation coverage or TDI-DWC waiver (which is attached) in order to insure Provider and Center against any claim for damages arising in connection with Provider's responsibilities under this Agreement.
  - a. Contractor further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.
  
1. Contractor shall furnish copies of all the above described insurance policies and a certificate of insurance to the Center upon request. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Center and shall name the Center as an additional insured. The Center may withhold payments under the terms of this Agreement until the Contractor furnishes the Center copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. The Contractor's insurance carrier(s) shall give the Center thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

## **VI. INDEMNIFICATION**

1. Contractor hereby agrees to the extent permitted under the laws and constitution of the State of Texas to indemnify and hold harmless the Center, its trustees, officers, directors,

employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to the investigation or defense of any suits, claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) resulting from or arising out of the non-performance or the negligent performance of Contractor's obligations under this Agreement, whether by the Contractor, its subcontractors, its directors, officers, employees, or agents, brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of Contractor or Contractor's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

2. It is understood by Contractor that this "Hold Harmless" clause means that if the Contractor is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the Contractor will be responsible for any costs resulting from the damage, death or injury.

## **VII. TERM AND TERMINATION**

1. **Term.** This Contract will be effective on \_\_\_\_\_, **2019**, and will terminate on **July 31, 2019** unless otherwise terminated as provided herein. This Contract is subject to state appropriations. In the event funds are not appropriated, this Contract will be terminated immediately.
2. **Immediate Termination.** Authority may terminate this Agreement immediately if
  - a. Authority does not receive the funding to pay for designated services under this Agreement from the Health and Human Services Commission (HHCS);
  - b. Authority has cause to believe that termination of the Agreement is in the best interests of the Center and the health and safety of the mentally disabled persons served under this Agreement;
  - c. Contractor has become ineligible to receive Authority funds;
  - d. Contractor or its employees has its Texas license or certification suspended or revoked;
  - e. Failure to disclose a criminal conviction;
  - f. the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements or
3. **Fund Availability.** This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Center has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Center.
4. **Termination Upon Default.** Either party may terminate this Agreement if the other party

is in default of any of the provisions herein.

5. Termination without Cause. This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
6. Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties.
7. Dispute Resolution. In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process. This provision does not require either party to involuntarily submit to a dispute resolution process.
8. Termination due to HIPAA/Privacy Rule Violation. Center shall have the right to take the following steps in the event that it becomes aware of a material breach by Contractor of the Center's Privacy Policy, Procedures, and/or Practices or becomes aware that Contractor has violated a material provision of the HIPAA Privacy Rule or a provision of Section III.15 of this Agreement:
  - a. Provide the Contractor with the opportunity to cure the breach or violations, or
  - b. Immediately terminate the Agreement if Contractor is unable or unwilling to cure the breach or violations, or
  - c. If neither termination nor cure is feasible, the Center shall report the violation to Health and Human Services.
9. Transfer of Responsibilities. Upon expiration or termination of this Contract, Contractor and Center shall cooperate to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to Center or another entity designated by Center.

## **VIII. REMEDIES AND SANCTIONS**

1. Remedies and Sanctions. The Authority may, at its own discretion, impose remedies and sanctions identified below for each occurrence of noncompliance with a requirement of this Contract on a case-by-case basis.
  - a. Remedies may include any one or more of the following:
    - 1) require removal of any officer or employee of Contractor who has been convicted of the misuse of state or federal funds, fraud or illegal acts that are a contraindication to continued performance of obligations under this Contract;
    - 2) require Contractor to retain a consultant or to obtain technical, training, or managerial assistance in the areas of concern;

- 3) suspend all or part of this Contract. Suspension is, depending on the context, either (a) the temporary withdrawal of Contractor's authority to obligate Contract funds pending corrective action or pending a decision to terminate or amend the Contract, or (b) an action taken to immediately exclude a person from participating in Contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor costs resulting from obligations incurred during a suspension are not allowable unless expressly authorized by the notice of suspension;
  - 4) deny additional or future contracts or renewals;
  - 5) establish additional prior approvals for expenditure of Contract funds;
  - 6) require submission of additional, more detailed, financial and/or programmatic reports; and/or
  - 7) impose other remedies provided by law.
- b. Sanctions may include any one or more of the following:
- 1) Recoupments for Service Targets, and/or Performance Measures, if applicable. For failing to meet a service target or performance measure as outlined in the Contract;
  - 2) Temporarily withhold allocated funds, pending resolution of issues of noncompliance with Contract requirements
  - 3) Permanently withhold allocated funds, or require Contractor to return allocated funds for (a) unallowable, undocumented, inaccurate, or improper expenditures; (b) failure to comply with Contract requirements
  - 4) Recoup improper payments when it is verified that Contractor has been overpaid because of improper billing or accounting practices or failure to comply with Contract terms.
  - 5) Reducing the term of this Contract.
- c. Notice of Remedies and Sanctions. The Authority will formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedy or sanction, the reasons for imposing it, and the method of appealing the remedy or sanction imposed. Contractor may file, within ten (10) days of receipt of the notice, a written appeal, which must demonstrate that the findings on which the remedy or sanction is based are either invalid or do not warrant the remedy or sanction. A properly filed appeal of the imposition of a remedy or sanction for failure to submit information requested documents include written proof that Contractor submitted the information by the due date. If the Authority determines that a remedy or sanction is warranted, the Authority's decision is final and the remedy or sanction shall be imposed.
- d. Emergency Action. In an emergency, the Authority may immediately impose a sanction by delivering written notice, by any verifiable method, when the Contractor's act or omission is likely to endanger or does endanger the life, health, welfare, or safety of a Client.

2. The Authority may withhold any payments to satisfy any recoupment or penalty imposed. The Authority may also take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations. Nothing in this Section requires the Authority to impose remedies or sanctions in lieu of immediate termination of the Contract under Section VII. The Authority has the sole discretion to determine whether to impose remedies or sanctions and/or whether to take steps to immediately terminate the Contract under Section VII.

## **IX. MISCELLANEOUS**

1. 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.
2. Corporate Compliance. Authority has an ongoing commitment to ensure that its affairs are conducted in accordance with applicable law and sound ethical business practice. Provider agrees to adopt and implement a Business Code of Conduct and Corporate Compliance Plan, if applicable, similar to those adopted by Authority and consistent with state and federal law. Contractor shall develop and implement a process for its employees, volunteers and Providers to report possible compliance issues including a process for such reports to be fully and independently reviewed.
3. Additional Requirements. If Contractor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, plans, and compliance results in a material change in Contractor's rights or obligations under the Agreement or places a significant financial burden on the Contractor, the Contractor may, upon giving Seventy-Two (72) Hours of such intention, be entitled to renegotiate the agreement.
4. Governing Law and Venue. This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue for any lawsuit arising from the agreement or the relationship between the parties shall lie exclusively in **Kaufman** County, Texas.
5. Notices. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Center or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Local Authority:

Kellie Walker  
400 Airport Road  
Terrell, Texas 75160  
contracts@lakesregional.org  
972-388-2000 X1160

If to Contractor:

6. Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
7. Authority to Bind Authority. This Agreement is not binding upon the Authority unless and until it has been executed by the **Executive Director**.
8. Contractor's Authority. The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.
9. Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts or with electronic or facsimile signatures with the same effect.
10. Exhibits. All Exhibits referred to in this agreement and attached hereto are incorporated herein by this reference.

Executed this \_\_\_\_\_ **2019, Kaufman County, Texas.**

\_\_\_\_\_  
**LOCAL AUTHORITY**

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
 John Delaney  
 Executive Director  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

## EXHIBIT A

### SPECIALIZED SERVICES TO BE PROVIDED – COMMERCIAL REMODEL

1. 1,078 Sq. Ft. Remodel, to include but not limited to:
2. Structural wood framing
3. drywall, tape & bedding,
4. Paint, 2x2 acoustical ceilings,
5. insulation,
6. electrical,
7. plumbing,
8. HVAC,
9. carpentry,
10. flooring,
11. doors and hardware.

\*\*Per Drawings and Specs.

## **EXHIBIT B**

### **QUALIFICATIONS OF CONTRACTOR**

#### **CONTRACTORS:**

Any contractor providing service under this contract shall meet all of the requirements. Contractors will provide center any requirements to complete a background check

#### **SUBCONTRACTORS:**

Subcontractors must be approved by the Center. Any subcontractors providing service under the contract shall meet the same requirements and level of experience as required of the contractor. No subcontract under the contract shall relieve the primary respondent of responsibility for the service. If the respondent uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

- a) Subcontracting shall be at the respondent's expense.
- b) Contractor will provide evidence of references and background checks to Center. All staff must pass background checks at the contractor's expense.
- c) The contractor shall be the only contact for the Center and subcontractors. Contractor shall list a designated point of contact for all the Center and subcontractor inquiries.

## **EXHIBIT C**

STANDARDS --Contractor agrees to follow applicable state, Federal, and Local Law.

Texas Administrative Codes may be requested from the Authority or may be obtained at the following website address: [www.sos.state.tx.us/tac/index](http://www.sos.state.tx.us/tac/index)

**EXHIBIT D**

The Center must pay Contractor

The total remuneration paid for services under this contract shall not exceed \_\_\_\_\_

**DOLLARS (\$\_\_\_\_\_.00) for fiscal year, 2019.**

**The center will pay the Contractor 90% of invoiced services of completed work – When the project is completed to the satisfaction of the agreement the Center will pay the Contractor the remaining 10%**

Send the invoice to the following recipients:

[richardw@lakesregional.org](mailto:richardw@lakesregional.org)

[alexp@lakesregional.org](mailto:alexp@lakesregional.org)

[erwinh@lakesregional.org](mailto:erwinh@lakesregional.org)

Send a hard copy of the invoice to:

Lakes Regional Community Center

Attn: Alex Polley

400 Airport Road

Terrell, TX 75160

**EXHIBIT E ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**  
**SIGNATURE:** \_\_\_\_\_  
**NAME:** John Delaney  
**TITLE:** Executive Director  
**DATE** \_\_\_\_\_

**SUBCONTRACTOR**  
**SIGNATURE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**EXHIBIT F Business Associate Agreement**

- (a) This Business Associate Agreement (“Agreement”) dated September 1, 2019 (the “Effective Date”), is entered into by and between Lakes Regional MHMR Center (“Covered Entity”) and (“Business Associate”), each a “Party” and collectively, the “Parties.”
  - (b) **RECITALS**
  - (c) **Whereas**, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create, and/or use health information that is protected by state and/or federal law; and
  - (d) **Whereas**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information” or “PHI”); and
  - (e) **Whereas**, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and
  - (f) **Whereas**, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and
  - (g) **Whereas**, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and
  - (h) **Whereas**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and
  - (i) **Whereas**, the HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as business associates; and
  - (j) **Whereas**, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;
  - (k) **Now, Therefore**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:
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, and (ii) 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.
  - a) 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 **Error! Reference source not found.** below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:
    - (i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee.
    - (ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and
    - (iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.
  - b) 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.
  - c) 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.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, 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 five (5) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of such request. 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.
  - (l) 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.**
  - a) **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting 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.

- b) Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) 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.
- c) Reporting a Breach. No later than five (5) 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 the 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.

- a) This Agreement shall commence on the Effective Date.
- b) Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- c) 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.

- a) **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.

If to Business Associate: \_\_\_\_\_

If to Covered Entity:

Lakes Regional MHMR Center  
400 Airport Drive  
Terrell, Texas 75160

Attn: Kellie Walker, Director, Contracts & QM

- b) **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.
- c) **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.
- d) **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.
- e) **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.

- f) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Covered Entity is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Covered Entity is located.
- g) 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.
- h) 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.
- i) 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) *“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.
  - (iv) *“Privacy Rule”* shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.
  - (v) *“Security Rule”* shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.
  - (vi) *“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.*

- (vii) 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.
- (viii) 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.

**In Witness Whereof**, the parties have executed this Agreement as of the Effective Date.

**Business Associate:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2019

**Covered Entity:**

**LAKES REGIONAL COMMUNITY CENTER**

Signature: \_\_\_\_\_  
Name: John Delaney  
Title: Executive Director  
Date: \_\_\_\_\_, 2019

EXHIBIT F

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

DO NOT SEND THIS AGREEMENT TO TDI-DWC

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK [ ] BOX OF STATEMENT THAT APPLIES

[ ] JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
(B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS AGREEMENT APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR UNTIL THE FIRST ANNIVERSARY OF THE DATE THE AGREEMENT WAS FILED WITH THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER, UNLESS A SUBSEQUENT HIRING AGREEMENT EXPRESSLY STATES THE AGREEMENT DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS AGREEMENT DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO DIVISION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

[ ] AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor [ ] will withhold [ ] will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

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

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

\_\_\_\_\_  
Federal Tax I.D. Number

Signature of Hiring Contractor \_\_\_\_\_ Date \_\_\_\_\_

Address (Street) \_\_\_\_\_

Printed Name of the Hiring Contractor \_\_\_\_\_

Address (City, State, Zip) \_\_\_\_\_

Independent Contractor's Affirmation

\_\_\_\_\_  
Federal Tax I.D. Number

Signature of Independent Contractor \_\_\_\_\_ Date \_\_\_\_\_

Address (Street) \_\_\_\_\_

Printed Name of the Independent Contractor \_\_\_\_\_

Address (City, State, Zip) \_\_\_\_\_

The Hiring Contractor must retain the original. A legible copy of this agreement must be filed with the hiring contractor's workers' compensation insurance carrier within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. The Independent Contractor should also retain a copy of the agreement.

