

Attachment B

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 Management Standards (UGMS) which apply as terms and conditions of any resulting contract. 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.
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

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 Executive Staff

John Delaney, Executive Director

Erwin Hancock, Chief Financial Officer

Kellie Walker, Director Contract, QM and Provider Network

Keith Matthews, Human Resources Director

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

FORM CIQ

For vendor doing business with local governmental entity

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

Signature of Vendor doing business with governmental entity

Date

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

SCORING EVALUATION TOOL

RFP Evaluation Scorecard

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

NAME OF BIDDER:	Score	Score	Score	Score	Score	Score		Points Awarded	Maximum Points Available
	<i>Unsatisfactory</i>	<i>Satisfactory</i>	<i>Good</i>	<i>Very Good</i>	<i>Excellent</i>	<i>Outstanding</i>	Multiplier	(mark score from (0-5 and multiply by multiplier)	(5 x multiplier)
RFP TITLE: Employee Benefits Broker/Consultant	<i>0 pts</i>	<i>1 pt</i>	<i>2 pts</i>	<i>3 pts</i>	<i>4 pts</i>	<i>5 pts</i>			
NAME OF REVIEWER:									
EVALUATION CRITERIA LISTING									
EXAMPLE - 1						XX	(x 5)	25	25
1. Firm History and Experience							3	0	15
2. Account Team Qualifications							2	0	10
3. Clients							3	0	15
4. Services							4	0	20
5. Strategic partner attributes							2	0	10
6. Strategies							5	0	25
7. Compensation							4	0	20
Total Score								0	115

Attachment E

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

THIS AGREEMENT is made and entered into this 1st day of **September, 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 "Authority") and _____, (the "Contractor"), a Texas, sole proprietor for the purpose of providing specialized services currently not available to the Authority through its present staff of employees.

RECITALS

WHEREAS, **Lakes Regional MHMR Center (dba Lakes Regional Community Center)** is the Health and Human Services Commission (HHSC) designated mental health and/or mental retardation 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 Authority to provide _____ 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 **Director of**

The Authority staff member authorized to approve billing is **Director of** _____

The Authority staff member authorized to approve the clinical program is **Director of**

II. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. Independent Contractor. 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.

- a. Contractor understands and agrees that Authority:
 - 1) will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding; and
 - 2) will not give to Contractor any of the benefits given to employees of Authority.
 - b. All the payments, withholdings, and benefits, if any, are Contractor's sole responsibility under this Agreement; and
 - c. 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.
 - d. 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.
 3. Liability for Treatment or Service. Nothing in this Agreement shall be deemed to change or alter any relationship which exists, or may come to exist, between the Contractor and the person served. Contractor shall have and be subject to the same duties, liabilities and responsibilities toward the Authority's persons' served as exist generally between Contractor and other individuals to whom he provides a service. Further, the Utilization Review and Quality Management Procedures of the Authority shall not diminish the Contractor's obligation to render services consistent with the applicable standards of care.

III. OBLIGATIONS OF CONTRACTOR

1. Services.
 - a. The covered services to be provided by Contractor will be provided in accordance with the Plans of Care, Individual Habilitation Plans, Individual Family Service Plans, or Community Placement Plans of persons served, and are set forth in **Exhibit A**.
 - b. Contractor agrees that no person who is eligible for services under this agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.
 - c. Contractor agrees that it may not restrict or expand the definitions of priority population or any other consumer defined in this Agreement.
 - d. Contractor agrees that it will not deny services to a consumer serviced under this Agreement because of consumer's inability to pay.
 - e. Contractor must ensure that if any services provided by Contractor, now or in the future,

are funded by Title XIX of the Social Security Act relating to the services of an Intermediate Care Facility/Individuals with Intellectual Disability (ICF/IID), an Intermediate Care Facility (ICF), or a Skilled Nursing Facility (SNF), no funds received by Contractor from Authority shall be used to pay for services reimbursed under Title XIX. Contractor further must notify Authority if Contractor intends to participate in any Title XIX program and, if Contractor participates in such a program, to notify Authority if any Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance.

2. Qualifications. Professional and educational qualifications and any additional documentation are set forth in **Exhibit B**.
3. Authority 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.
4. Certifications and Representation.
 - 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.
5. Receipts and Records. Contractor agrees to provide the Authority upon request with original receipts for the purchases of all goods and services involving the use of Authority 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 Authority, including Plans of Service/Treatment Plans for a period of six (6) years.
6. Disclosure. Contractor agrees to disclose to the Authority if any of its subcontractors or employees rendering services to an individual pursuant 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.

7. 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.
8. Training. Contractor agrees to obtain and/or maintain training as required by the Quality Management Department, and as required and approved by the Authority. Proof of all required training shall be submitted to the Authority within thirty (30) calendar days of contract start date (all training needs to occur before the contractor serves consumers). Required training may be obtained from the Authority. Failure to obtain and/or keep current required training will be deemed non-compliance and may be considered grounds for termination of this Agreement.
9. AIDS/HIV Workplace Guidelines. Contractor agrees to adopt and implement AIDS/HIV workplace guidelines similar to those adopted by Health and Human Services Commission (HHCS), and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
10. Required Reporting Regarding Licensure. Contractor agrees that it shall report to Authority any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. Contractor will further report to Authority if any professional has had his/her license revoked. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.
11. Reports of Abuse and Neglect. Contractor agrees that it shall report any allegations or observations of abuse and neglect in accordance with applicable law, including Health and Human Services Commission (HHCS) rules, rules of the Texas Department of Family Protective Services, and rules of the Texas Department of Health. As a provider of services to consumers of Lakes Regional MHMR Center (dba Lakes Regional Community Center), I agree to immediately report suspected abuse, neglect, or exploitation to the Texas Department of Family Protective Services (DFPS) in accordance with Chapter 48 of the Human Resources Code and Chapter 34 of the Texas Family code. DFPS will investigate allegations in accordance with those same laws. **The DFPS toll-free telephone number is 1-800-252-5400.**
12. Contractor's Governing Body. Contractor agrees to provide Authority with a list of the members of Contractor's governing body, if applicable.
13. Confidentiality of Records of Individuals Served by this Agreement. 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):
 - e. Use and Disclosure of Protected Health Information ("PHI")-Contractor Agrees to:
 - 1) General.
 - a) 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.

- b) 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".
 - 2) Representations.
 - a) Contractor represents that Contractor and their employees have received training regarding the Privacy Requirements.
 - f. 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.
 - g. 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.
 - h. Contractor agrees to report to Authority 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.
 - i. 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 Authority 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.
 - j. Contractor agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Authority to provide an accounting of disclosures as Prescribed by 45 CFR §164.528.
14. Access. Pursuant to Health and Safety Code §534.060, Contractor agrees to allow the Authority, 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 Services Commission (HHCS) or the Authority to audit, monitor, and review all financial or programmatic activities in services associated with this agreement.
15. Retention of Records. Contractor agrees to retain all records pertinent to the Agreement, including appropriate treatment plans, for a period of six (6) years. Contractor shall retain for six years following the later date of the expiration or termination of this Contract or the termination of Services, or for a longer period if required by statute or regulation, PHI and all records, reports,

and source documentation related to services and treatment sufficient to support an audit concerning expenses and services.

16. Quality Management and Monitoring. Contractor agrees:
 - a. to conduct quality management activities including organizational self-assessments and measures of satisfaction as specified by the Authority;
 - b. to comply with utilization management requirements as specified by the Authority; and to comply with Authority's monitoring procedures, including submission of reports and data and other information requested by Authority.
17. Optimizing Revenue. Contractor agrees to optimize earned revenues and ensure best cost value through coordination of insurance benefits and third party revenues.
18. Required Information for Criminal Conviction Checks. The Contractor agrees to provide to the Authority 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.
19. Provision of Residential Services. If this contract is for the provision of residential services in a family home, then the home will be used only to house disabled persons and may not be used as a restitution center, a home for substance abusers, or a halfway house. For purposes of this paragraph, "family home" and "disabled persons" are defined as in the Community Homes for Disabled Persons Location Act, Texas Human Resources Code, Chapter 123.
20. Responsibility for Consumer Funds. If contractor assumes responsibility for the funds of a consumer, contractor will abide by written policies approved by the Authority and will protect and account for such funds in accordance with generally accepted accounting principles.
21. Assignment. Contractor assigns to Authority 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), as amended
22. 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.
23. Required Credentialing. Contractor agrees and ensures that its licensed staff, and other appropriate staff will be credentialed before services are delivered to consumers by such contractor and staff as required by the State of Texas agencies. Authority will review and credential all of the Provider staff, employees and agents at the professional level (i.e. licensed staff). Provider will submit completed credentialing application forms to the Authority for each licensed professional providing services to Covered Individuals. Authority will notify Provider of

- any individual not meeting the credentialing criteria.
24. Managed Care Organizations. Contractor agrees to follow all guidelines of any managed care contracts that Authority has executed. Further, Contractor shall complete all necessary applications and documentation to become a provider in such networks. Failure to join such organizations may limit referrals or constitute grounds for immediate termination of this Agreement.

IV RESPONSIBILITIES OF THE AUTHORITY

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 _____ for fiscal year, **2020**.
 - b. This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority 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 Authority.
 - 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 Authority employee(s) authorized to approve billing(s).
 - d. Payment for services is conditioned upon the Contractor completing the documentation necessary for the Authority 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 Authority.
 - e. The Authority agrees to pay the Contractor for other expenses that are incurred in performing services authorized by this agreement as specified in writing and approved by the Authority employee authorized to approve billings.
 - f. Overpayment. In the event Contractor receives overpayment of services provided. Contractor and Authority mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by Authority's Executive Director or Designee.
2. Staff and Facilities. The Authority agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by the Contractor.
3. Contract Monitoring. The Authority 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.
4. 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.
5. Referrals and Utilization. The Authority does not guarantee utilization of the services to be provided under this Agreement. Contractor acknowledges that there is no warranty or guarantee that Contractor will be utilized by an Individual, consumer, or the Authority. Contractor further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement.

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 in order to insure Provider and Authority against any claim for damages arising in connection with Provider's responsibilities under this Agreement.
 - a. If providing Transportation services Contractor also agrees to maintain insurance, sufficient to meet state law, on all vehicles used to transport clients served by the Provider.
 - b. Contractor further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.
2. Contractor shall furnish copies of all the above-described insurance policies and a certificate of insurance to the Authority upon execution of this Agreement. All such insurance shall be secured and maintained with an insurance company or companies, satisfactory to the Authority and shall name the Authority as an additional insured. The Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Authority 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. Contractor shall give the Authority 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 Authority, 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 **September 01, 2019**, and will terminate on **August 31, 2020**, unless otherwise terminated as provided herein. In the event Authority and Contractor are still negotiating, preparing, and/or reviewing the services or contractor for renewal on the termination date, the Authority may extend the agreement for up to 90 days. 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 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. in the case of contractors providing direct services to consumers, failure to disclose a criminal conviction;
 - f. the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements or
 - g. failure to apply to Authority designated Managed Care Organizations or follow credentialing requirements.
3. Fund Availability. This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority 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 Authority.
4. Termination Upon Default. Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein.
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. Authority shall have the right to take the following steps in the event that it becomes aware of a material breach by Contractor of the Authority'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 Authority shall report the violation to Health and Human Services.
9. Transfer of Responsibilities. Upon expiration or termination of this Contract, Contractor and Authority shall cooperate to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to Authority or another entity designated by Authority.

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. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
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. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Authority and Contractor.
4. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
5. **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 sixty (60) days' notice of such intention, be entitled to renegotiate the agreement.
6. **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.
7. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Authority or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Authority:
Kellie Walker
Director of Contracts/QM
P.O. Box 747
Terrell, Texas 75160
contracts@lakesregional.org
(972) 524-4159 x1160

If to Contractor:
Name
Address
City, State
Phone
Email

8. 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).
9. Authority to Bind Authority. This Agreement is not binding upon the Authority unless and until it has been executed by the **Executive Director**.
10. 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.
11. 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.
12. Exhibits. All Exhibits referred to in this agreement and attached hereto are incorporated herein by this reference.

Executed this **1st** day of **September, 2019, Kaufman County**, Texas.

LOCAL AUTHORITY

CONTRACTOR

John Delaney
Executive Director
Date:_____

Date:_____