



NOTICE OF MEETING

MEMBERS OF THE BOARD OF TRUSTEES

The Gulf Coast Center Board of Trustees meeting for the month of September will be held on Wednesday,

October 27th, 2021, at 6:15 p.m.

at the **Southern Brazoria County Service Center**,
101 Tigner, Angleton.

Thanks,

Lisa M. Becker
Secretary to the Board of Trustees



cc: October Board of Trustees File

10000 Emmett F Lowry,
Suite 1220 Texas City, TX
77591

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www.GulfCoastCenter.org

THE GULF COAST CENTER

Regular Board of Trustees Meeting
Southern Brazoria County Service Center
101 Tigner, Angleton, TX 77515
Wednesday, October 27, 2021
6:15 pm



"Better community healthcare promoting healthy living."

1. **Call To Order**..... Jamie Travis, Board Chair
2. **Citizens' Comments**
3. **Program Report:**Mannix Keith Smith, VP, ISC Group, Inc
Retirement Benefit Plan Recommendations
4. **Board Member Reports**
 - a. Texas Council of Community CentersJamie Travis, Board Chair
 - b. Texas Council Risk Management Fund.Mary Lou Flynn-Dupart, TCRMF Board Chair
5. **Operations Report**..... Melissa Meadows, CEO
 - a. SAMHSA Award – COVID Recovery Response Project – Community Mental Health Center Grant
 - b. Facility Update & Request for Feedback
6. **Budget, Finance and Admin Reports**Rick Elizondo, CFO
 - a. Financial & Operational Monthly Report & YTD Summary (**Pg. 4**)
7. **Consent Agenda**.....Linda Bell, JD, BSN, RN
Consideration and Approval of Recommendations and Acceptance of Consent Agenda Items.
(Consent agenda items may be pulled from this consideration for individual action or presentation.)
 - a. Review and approval of September 22, 2021, Board Minutes. (**Pg.7**)
 - b. Review and approval of the September 2021 Check Register.
8. **Action Items**.....Linda Bell, JD, BSN, RN
 - a. Consider the approval of the recommended vendors/bidders for Janitorial Services at Galveston and Brazoria Center facilities (**Pg. 14**)
 - Trash It Services - providing services for Galveston County facilities at \$88,000 for remainder of FY22.
 - M&R Elite Janitorial Solutions – providing services for Brazoria County facilities at \$38,775 for remainder of FY22.

- b. Consider the ratification of the FY22 renewal agreement with Crystal Trahan MA, a certified instructor and/or trainer in Mental Health First Aid (MHFA) as well as Applied Suicide Intervention Skills Training (ASIST). Reimbursement: \$45/hr. + travel costs), unchanged from FY21.
- c. Consider approval of the FY22-23 Quality Management Plan. (Pg. 50)
- d. Consider ratification of the FY22 IDD Provider Services Network Agreement renewals with the below identified providers:
 - The Harmony Place Community Care, LLC – to provide crisis respite, HCBC funded day hab, supported employment, supported home living, respite services as well as HHSC nursing facility specialized services. Rate unchanged from FY21
 - Sunshine Center, INC. - To provide GR funded Day Habilitation, Community Support, Employment and Respite Services, HCBS funded day hab, supported employment, supported home living, respite services as well as HHSC nursing facility specialized services. Rate unchanged from FY21.
 - Lifetime Homecare HCS, LLC to provide crisis respite services. Amount not to exceed: \$150,000; \$250.00 per overnight stay. Increase of \$30,000 from FY21 due to utilization.
- e. Consider ratification of the FY21 contractual amendment to the agreement with Lifetime Homecare HCS, LLC, provider of crisis respite services. The agreement is being amended to increase the do not exceed amount to \$251,650.00 (increase of \$131,650.00 due to 3 consumers utilizing a bed daily while awaiting a crisis waiver diversion slots).
- f. Consider ratification of the FY22 renewal agreement with TWG Investments, LTD dba The Wood Group to provide crisis respite services. Amount not to exceed: \$368,740.00. No change from FY21
- g. Consider ratification of the FY22 renewal lease agreement with TWG Investments, LTD dba The Wood Group. This lease is associated with the crisis respite program. \$1,642.50 monthly (revenue). No change from FY21
- h. Consider ratification of the FY22 renewal agreement with J Allen and Associates of Texas, LLC for comprehensive psychiatric/telepsychiatric and mental health services and pharmacy services in the Brazoria County Jail. Reimbursement: \$1000/mo. plus medication expense. No change from FY21
- i. Consider ratification of the below Providers of substance use residential treatment services for FY22:

	TRA-INTENSIVE	TRA-SUPPORTIVE
2022 Rate of Reimbursement	\$96.07	\$36.47
Alcohol/Drug Abuse Women's Center, Inc	\$175,000.00	\$45,000.00
BARC Medically Indigent Care	\$175,000.00	\$45,000.00
On the Pathway to Recovery	\$500,000.00	\$80,000.00

9. Pending or Revised Action Items.....Linda Bell, JD

Pending or revised items are those items which were on a prior board agenda but not completely resolved or there has been a revision since approval. The items may be listed for update purposes or final action by the Board.

10. Calendar.....Jamie Travis, Board Chair
(Calendar revision: June Board meeting removed due to TX Council Annual Conference being rescheduled to June)

Date	Event	Location	Time
October 27, 2021	Board Meeting	SBCSC	6:15 PM
November 17-19, 2021	Annual Texas Council Conf.	CANCELED	
December 8, 2021	Board Meeting	Admin Bldg.	TBA
January 26, 2022	Board Meeting	SBCSC	6:15 PM
February 23, 2022	Board Meeting	Admin Bldg.	6:15 PM
March 23, 2022	Board Meeting	SBCSC	6:15 PM
April 27, 2022	Board Meeting	Admin Bldg.	6:15 PM
May 25, 2022	Board Meeting	SBCSC	6:15 PM
June 20–22, 2022	Texas Council Annual Conf.	Fort Worth	
July 27, 2022	Board Meeting	SBCSC	6:15 PM
August 24, 2022	Board Meeting	Admin Bldg.	6:15 PM
Admin location: 10000 EF Lowry Expressway #1220, Texas City, TX			
SBCSC location: 101 Tigner, Angleton, TX			

11. Executive Session

- *As authorized by Chapter §551.071 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at any time during this meeting to seek legal advice from its Attorney about any matters listed on the agenda.*
- *Pursuant to Texas Government Code §551.074 the Board will convene in Executive Session to discuss personnel matters related to the replacement of the Chief Executive Officer position.*

12. Reconvene to Open Session

13. Adjourn

The Gulf Coast Center	FY2022	FY2022	FY2022	
Fiscal Year 2021	Annual Budget	Sep-21	YTD Actual	
Board Operational Budget Schedule	Preliminary		YTD % s/b 8%	
EXPENSES - OPERATING				
Salary and Wages	13,951,071	1,063,577.44	1,063,577.44	8%
Fringe Benefits	5,174,198	408,746.50	408,746.50	8%
Travel	138,134	2,857.15	2,857.15	2%
Consumable Supplies	199,845	12,151.75	12,151.75	6%
Pharmaceuticals/Laboratory	302,500	23,500.00	23,500.00	8%
Capital Outlay - Furniture/Equipment/Facilities	267,138	17,399.36	17,399.36	7%
Facilities - Rent/Maintenance/Utilities	909,732	61,597.69	61,597.69	7%
Other Operating Expenses	922,497	96,541.70	96,541.70	10%
Client Support Costs	469,875	22,964.32	22,964.32	5%
Consultant/Professional Providers	7,515,674	495,864.79	495,864.79	7%
TOTAL EXPENSE	\$ 29,850,665	\$ 2,205,200.70	\$ 2,205,200.70	7%
REVENUES - OPERATING				
<u>Local Funds</u>				
County Funds	953,370	77,423.85	77,423.85	8%
Patient Fees Insurance/Reimbursement	479,314	38,197.78	38,197.78	8%
Miscellaneous Local Income	143,489	701.49	701.49	0%
	1,576,173	116,323.12	116,323.12	
<u>Earned/Grant Income</u>				
HUD - Transitional/Permanent Housing	677,824	41,000.00	41,000.00	6%
Recovery - Fee for Services / Grants	2,833,696	120,300.00	120,300.00	4%
Title XIX - Medicaid	2,511,904	160,620.03	160,620.03	6%
Transportation - Federal/State	-	(1,100.00)	(1,100.00)	#DIV/0!
Medicaid 1115 Waiver/Misc Federal	3,834,000	319,500.00	319,500.00	8%
Other State/Federal Funds/MAC	1,558,071	113,622.69	113,622.69	7%
	11,415,495	753,942.72	753,942.72	
<u>Performance Contract DSHS & DADS</u>				
General Revenue - MH (Adult & Child & Vets) - 10%	7,706,818	659,302.03	659,302.03	9%
General Revenue - Regional Hospital	4,232,246	340,187.17	340,187.17	8%
General Revenue - NGM (Adult & Child)	-	-	-	#DIV/0!
General Revenue - Crisis Services - 10%	1,125,427	65,671.04	65,671.04	6%
General Revenue/Permanency Plan - IDD	2,233,859	180,770.58	180,770.58	8%
Federal Block - MH (Adult & Child) and Crisis	1,560,646	107,416.07	107,416.07	7%
	16,858,995	1,353,346.89	1,353,346.89	
TOTAL REVENUES	\$ 29,850,664	\$ 2,223,612.73	\$ 2,223,612.73	7%
SUBTOTAL OPERATING (Rev-Exp)	\$ (1)	\$ 18,412.03	\$ 18,412.03	

If you need additional assistance to effectively participate in or observe this meeting, please contact (409) 763-2373 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist you.

The Gulf Coast Center					
FY2022 Monthly Board Financial Review					
<i>Unaudited as of 9/30/2021</i>					
Fiscal Year 2022 Unaudited Centerwide General Fund Balance Status					
Total General Fund Balance as of 08/31/2021 (Audited).....					\$ (8,526,820)
FY2021 Year-to-Date Reported Expense and Revenue Totals (Unaudited)					
Expenditures		Operational	2,205,201		
		Non-Operational	-		
		Fund Balance	-	2,205,201	
Revenues		Operational	2,223,613		
		Non-Operational	-	2,223,613	\$ 18,412
Total General Fund Balance Year-to-Date (Unaudited).....					\$ (8,545,232)
Board Committed Use General Funds (Fiscal Year Committed)					
Capital Projects - Facility (FY2008-FY2		(200,000)			
Capital Projects - Facility (FY2013)		(100,000)			
Capital Projects - Facility (FY2014)		(100,000)			
Capital Projects - Facility (FY2015)		(150,000)	(550,000.00)		
fy2008-fy2018 Expenditure			439,153.86		
fy2020 Expenditure			-		
fy2021 Expenditure			-		
			-		
				(110,846)	
Capital Projects - IT (FY2003-FY2014)		(600,000)			
Capital Projects - IT (FY2015)		(150,000)			
Capital Projects - IT (FY2017)		(140,000)	(890,000.00)		
fy2003-fy2018 Expenditure			744,020.18		
fy2020 Expenditure			-		
fy2021 Expenditure			-		
			-		
				(145,980)	
IDD Community Service Support (FY20		(300,000)			
IDD Community Service Support (FY20		(100,000)			
IDD Community Service Support (FY20		(100,000)	(500,000.00)		
fy2005-fy2019 Expenditure			471,531.85		
fy2020 Expenditure			-		
fy2021 Expenditure			-		
			-		
				(28,468)	
Connect Transit (LJ Urban		(320,000)	(320,000.00)		
fy2016-fy2017 Expenditure			-		
fy2018 Expenditure			-	(320,000)	
Connect Transit (General Services		(422,869)	(422,869.00)		
fy2015-fy2018 Expenditure			300,000.00		
fy2020 Expenditure			122,869.00		
fy2021 Expenditure			-		
			-		
				-	
Major Facility Repairs (FY2014)		(186,940)	(186,940.00)		
fy2014-fy2018 Expenditure			186,940.00		
fy2020 Expenditure			-		
fy2021 Expenditure			-		
			-		
				-	
Flexible Spending Supports (FY2004-20		(500,000)			
Flexible Spending Supports (FY2018)		(100,000)	(600,000.00)		
fy2005-fy2019 Expenditure			517,663.44		
fy2020 Expenditure			-		
fy2021 Expenditure			-		
			-		
				(82,337)	(687,631)
Total General Fund Balance Year-to-Date (Unaudited)					\$ (8,545,232)
Unrestricted Use General Fund Balance (Unaudited)					\$ (7,857,601)

If you need additional assistance to effectively participate in or observe this meeting, please contact (409) 763-2373 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist you.

The Gulf Coast Center												
FY2022 Monthly Fund Balance Report												
Unaudited as of 9/30/2021												
Fiscal Year 2022 Unaudited Centerwide General Fund Balance Status												
Total General Fund Balance as of 08/31/20 (Unaudited).....		\$ (8,526,820)										
FY2022 Monthly Reported Expense and Revenue Totals (Unaudited)												
	September	October	November	December	January	February	March	April	May	June	July	August
Operational Expenses:	2,205,201											
Non-Operational Expenses:												
Fund Balance Expenses:	-											
Total Expenses:	2,205,201	-	-	-	-	-	-	-	-	-	-	-
Operational Revenues:	2,223,613											
Non-Operational Revenues:												
Fund Balance Revenues:												
Total Revenues:	2,223,613	-	-	-	-	-	-	-	-	-	-	-
Net Increase/Decrease to Fund Balance	18,412	-	-	-	-	-	-	-	-	-	-	-
Total General Fund Balance:	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)	(8,545,232)
Total Unrestricted Fund Balance	(7,857,601)											
Total Restricted Fund Balance	(687,631)											
Avg. Cost per day:	73,507	36,151	24,233	18,075	14,413	12,116	10,353	9,075	8,048	7,254	6,583	
DAYS OF OPERATION OF TOTAL FUND BALANCE												
	116											-
DAYS OF OPERATION OF UNRESTRICTED FUND BALANCE												
	107	-	-	-	-	-	-	-	-	-	-	-

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GULF COAST CENTER

"Better community healthcare promoting healthy living."

MINUTES - Gulf Coast Center Regular Meeting of the Board of Trustees September 22, 2021, at 6:15 p.m.

Join the meeting by phone (audio only) :

Phone Number: +1 (646) 749-3112

Access Code: 745-266-421

1. **Call To Order**– Jamie Travis, Chair of the Board of Trustees, convened the regular meeting on Wednesday, September 22, 2021, at 6:20 p.m.

- **Consider the approval of the recommendations for the Gulf Coast Center Board of Trustees' Officer Position as presented by the Board of Trustees Nominating Committee.**

Mary Lou Flynn-Dupart, Nominating Committee Chair, reported that the nominating committee made the following recommendation for the 2022 officers to the Board of Trustees:

Jamie Travis, Brazoria County – Chair

Jaime Castro, Galveston County – Vice Chair

Vivian Renfrow, Galveston County – Treasurer

Caroline Rickaway, Brazoria County – Secretary

The motion coming from the committee does not require a second. All members voted in approval of the officer position recommendations.

The following Board Members were present: Jamie Travis, Lieutenant Jaime Castro, Galveston County Sheriff's Department, Mary Lou Flynn-DuPart, Stephen D. Holmes, Wayne Mallia, Rick Price, Vivian Renfrow, and Caroline Rickaway

The following Board Member(s) were absent: Brazoria County Sheriff Bo Stallman, Excused.

Also, present: Melissa Meadows, CEO - Gulf Coast Center, CFO - Rick Elizondo, Mannix Keith Smith, VP, ISC Group, Inc, and Scott Hayes, ISC Group

Announcement(s): Judge Lori Rickert, representing Brazoria County, has retired from the Board of Trustees. Brazoria County Sheriff Bo Stallman was appointed by the Brazoria County Commissioners Court to fill the vacancy.

2. Citizen's Comments: NONE.

3. Program Report: Mannix Keith Smith and Scott Hayes of the ISC Group, presented the Retirement Plan Annual Plan Review. The ISC group will present at the October 27, 2021, Meeting of the Board of Trustees with recommendation

4. Board Member Reports:

a. Texas Council of Community Centers..... Jamie Travis, Board Chair

Jamie Travis, Board Chair reviewed the two-page flyer from Texas Council and asked if all Board Members had received the information via email.

b. Texas Council Risk Management Fund.....Mary Lou Flynn-Dupart, TCRMF Board Chair
NONE.

5. Operations Report: Melissa Meadows, CEO

a. CCBHC Certification Status

Melissa Meadows, CEO, reported that as of September 7, 2021, Gulf Coast Center has been officially awarded CCBHC Certification. Meadows praised key leadership and mission-minded staff for their contributions. Gulf Coast Center will continue to grow and refine processes as a CCBHC.

b. FY21 Annual Report

Melissa Meadows, CEO, Gulf Coast Center, presented the FY21 Annual Report.

c. FY22 Organizational Goals & Key Initiatives

Melissa Meadows, CEO, Gulf Coast Center, discussed how Operational Excellence and Community Engagement and Education are the central focus of Gulf Coast Center's initiatives and goals for this fiscal year. She reviewed the key initiatives and business strategies to accomplish over this new fiscal year.

d. 1115 Waiver Extension Update

Meadows reported the status of the 1115 Waiver Extension and corresponding funding strategies. In addition, she discussed the agreement reached between CMS and HHSC for DSRIP to be extended one additional year, mirroring the previous year. Meadows emphasized that Gulf Coast Center budgeted conservatively due to the uncertainty that has been consistent around this issue.

e. Facility Utilization Update & Feedback Request

Deferred until the October 27, 2021, Meeting of the Board of Trustees.

6. Budget, Finance and Admin Reports.....Rick Elizondo, CFO

a. Financial & Operational Monthly Report & YTD Summary

Rick Elizondo, CFO, Gulf Coast Center, reviewed and submitted for approval, the Initial Budget for Fiscal Year 2022. The FY 22 Budget will see a decrease of about 8.5 million from FY 21 due to 3 primary factors. Factors include, the sale of a property, the reduction of DSRIP revenues, and the reduction of federal funding due to the transition of Connect Transit to their own entity. The impact to MH/IDD/SUD programs is minimal as funding allocations stayed the same. Elizondo reported that there will be an increase in revenue for our SUD residential contract, representing a full year of funding.

The initial FY 22 budget will begin at \$29, 515,978. The budgeted decrease in expenses is mainly due to the separation of Connect. The Revenue % were highlighted with HHSC – General Appropriations equaling 50% of the budget, with insurance payments representing 9% and DSRIP 1115 waiver representing 13%. The Expense % were highlighted with Salary and Fringe accounting for 65% of budget, with MH contracts representing 18% of budget. Budgeted staff positions are at 290 down from 344 in FY 21.

Elizondo noted a possibility of new revenue that is not currently budgeted. This possible revenue is still being negotiated with CMS at the State level. The potential revenue sources are new programs designed by HHSC which are the Directed Payment Program and the Charity Care Program.

7. Consent Agenda..... Linda Bell, JD, BSN, RN
Consideration and Approval of Recommendations and Acceptance of Consent Agenda Items. (*Consent agenda items may be pulled from this consideration for individual action or presentation.*)

2. Review and approval of the August 2021, Board Minutes

On motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of the August 25, 2021, Board Minutes. The motion carried with all members voting in favor. There was no public comment.

3. Review and approval of the August 2021 Check Register

On motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of the August 2021 Check Register. The motion carried with all members voting in favor. There was no public comment.

8. Action Items..... Linda Bell, JD, BSN, RN

a. Consider the approval of the Preliminary FY 2022 Center Budget

On motion by Mary Lou Flynn-DuPart, seconded by Caroline Rickaway, the board voted the approval of the FY22 Center Budget. The motion carried with all members voting in favor. There was no public comment.

- b. Consider the approval of the Center's FY2022 Bank Account listing and recommended bank account signatures.**

On motion by Mary Lou Flynn-DuPart, seconded by Vivian Renfrow, the board voted the approval of the Center's FY22 Bank Account listing and recommended signatures. The motion carried with all members voting in favor. There was no public comment.

- c. Consider the approval of the RESOLUTION designating identified Board members and Center employees authorize signatures, and approval of the Center's signature Procedures. The designated Board members and Center employees are authorized to sign documents as necessary and required for the Center and its operations.**

On motion by Mary Lou Flynn-DuPart, seconded by Rick Price, the board voted the approval of the RESOLUTION designating identified Board members and Center employees authorize signatures, and approval of the Center's signature Procedures. The motion carried with all members voting in favor. There was no public comment.

- d. Consider the approval of the Center's Investment Policy.**

On motion by Mary Lou Flynn-DuPart, seconded by Caroline Rickaway, the board voted the approval of the Center's Investment Policy. The motion carried with all members voting in favor. There was no public comment.

- e. Discuss and vote on the Texas Council Risk Management Fund Election Ballot to fill positions of Trustees in Places 7, 8, and 9 which are expiring. There are four candidates seeking to fill three places. The vote for three of the four candidates as indicated on the ballot.**

On motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of three of the candidates as indicated on the Texas Council Risk Management Fund Election Ballot. The motion carried with all members voting in favor. There was no public comment.

- f. Consider the approval of the FY2022 Texas Council membership dues. (Increase of \$8,861.00)**

On motion by Mary Lou Flynn-DuPart, seconded by Vivian Renfrow, the board voted the approval of the FY22 Texas Council membership dues. The motion carried with all members voting in favor. There was no public comment.

- g. Consider approval of the FY22 HHSC MH Performance Contract #HHS00102220035. Total allocation is \$28,502,792 which is unchanged from FY21.**

On motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of the FY22 HHSC MH Performance Contract #HHS00102220035. The motion carried with all members voting in favor. There was no public comment.

- h. Consider approval of the FY22 HHSC Treatment Adult (TRA) contract #HHS000663700142. Amount not to exceed \$1,750,000 which is an increase of \$400,000 from FY21.**

On motion by Mary Lou Flynn-DuPart, seconded by Caroline Rickaway, the board voted the approval of the FY22 HHSC Treatment Adult (TRA) contract #HHS000663700142. The motion carried with all members voting in favor. There was no public comment.

- i. **Consider approval of the FY22 HHSC Treatment Adult Female (TRF) contract #HHS00066300189. Amount not to exceed \$200,000 which is unchanged from FY21.**

On motion by Mary Lou Flynn-DuPart, seconded by Caroline Rickaway, the board voted the approval of the FY22 HHSC Treatment Adult Female (TRF) contract #HHS00066300189. The motion carried with all members voting in favor. There was no public comment.

- j. **Consider approval of the FY21-22 Quality Management Plan.**

Deferred until the next Meeting of the Board of Trustees, on October 27, 2021.

- k. **Consider ratification of the renewal agreement with NorTek Medical Staffing, Inc. for psychiatric/physician services for the Center. This agreement is specifically for Dr. Sudha Tayi services. rate: \$140/hr.; term: July 2021-June 30, 2022. (No change from FY21)**

On motion by Mary Lou Flynn-DuPart, seconded by Vivian Renfrow, the board voted the approval of the renewal agreement with NorTek Medical Staffing, Inc. for psychiatric/physician services for the Center. The motion carried with all members voting in favor. There was no public comment.

- l. **Consider approval of the new agreement with the University of Texas Medical Branch (UTMB) for the provision and administration of psychiatric services to individuals enrolled in the Center's Co-Occurring Psychiatric and Substance Disorder (COPSD) program. Term: Fy22 Reimbursement rate: \$740 per 4 hour clinic (increase of \$20); \$180/hr. for clinic Administrative Services (increase of \$5).**

On motion by Caroline Rickaway, seconded by Rick Price, the board voted the approval of the renewal (named as the agenda item as the "new") agreement with the University of Texas Medical Branch (UTMB) for the provision and administration of psychiatric services to individuals enrolled in the Center's Co-Occurring Psychiatric and Substance Disorder (COPSD) program. Mary Lou Flynn-DuPart abstains. The motion carried with all members voting in favor. There was no public comment.

- m. **Consider approval of the FY22 renewal agreement with A1 Best Staffing Agency which provides RN and LVN staffing needs for the Center. (rate: LVN: \$3.29; RN: \$46.72; unchanged from FY21.**

On motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of the FY22 renewal agreement with A1 Best Staffing Agency which provides RN and LVN staffing needs for the Center. The motion carried with all members voting in favor. There was no public comment.

**9. Pending or Revised Action Items Linda Bell, JD, BSN, RN
NONE.**

10. Calendar..... Jamie Travis, Board Chair

Date	Event	Location	Time
September 22, 2021	Board Meeting	Admin Bldg.	6:30 PM
October 27, 2021	Board Meeting	SBCSC	6:30 PM
November 17-19, 2021	Annual Texas Council Conf.	CANCELLED	Austin
December 8, 2021	Board Meeting	Admin Bldg.	TBA
January 26, 2022	Board Meeting	SBCSC	6:30 PM
February 23, 2022	Board Meeting	Admin Bldg.	6:30 PM
March 23, 2022	Board Meeting	SBCSC	6:30 PM
April 27, 2022	Board Meeting	Admin Bldg.	6:30 PM
May 25, 2022	Board Meeting	SBCSC	6:30 PM
June 22, 2022	Board Meeting	Admin Bldg.	6:30 PM
July 27, 2022	Board Meeting	SBCSC	6:30 PM
August 24, 2022	Board Meeting	Admin Bldg.	6:30 PM
Admin location: 10000 EF Lowry Expressway #1220, Texas City, TX			
SBCSC location: 101 Tigner, Angleton, TX			

11. Executive Session: 7:35 p.m.

Board Chair, Jamie Travis called the Members of the Board into executive session for the purpose of discussing the CEO position and the CEO's annual performance evaluation.

- *As authorized by Chapter §551.071 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at any time during this meeting to seek legal advice from its Attorney about any matters listed on the agenda.*
- *Pursuant to Texas Government Code §551.074 the Board will convene in Executive Session to discuss personnel matters related to the Chief Executive Officer position.*
- *Pursuant to Texas Government Code §551.074 the Board will convene in Executive Session to discuss personnel matters specifically the Chief Executive Officer's Annual Performance Evaluation.*

12. Reconvene to Open Session: 7:53 p.m.

On motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of the CEO evaluation as discussed in Executive Session. The motion carried with all members voting in favor. There was no public comment.

13. Adjourn: 7:54 p.m.

There being no further business to bring before the Board of Trustees, the meeting was adjourned at 7:54 p.m.

Respectfully,

Approved as to Content and Form,

Lisa M. Becker
Secretary to the Board of Trustees

Jamie Travis
Board Chair

**GULF COAST CENTER
FY22 JANITORIAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of October 2021 by and between **THE GULF COAST CENTER**, a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the “Center”) and **TRASH IT SERVICES** (the “Vendor”).

RFP: Janitorial Services RFP issued September 2021

Contract Contact: Luis Diaz, Asset Director
Telephone: 409-944-4344
E-Mail Address: luisd@gulfcoastcenter.org

Contract Period: October 15, 2021 through August 31, 2022

Vendor: Attn: Ernest A. Hallman
Trash It Services
610 Lochnell Dr
Houston, TX 77062

Affected Counties: Galveston

Services & Price: See Attachment A Services and Pricing Schedule

I. CONDITIONS

1. This contract is established to furnish Scheduled janitorial routine cleaning and other special cleaning services at identified Center facilities.
2. **THE PROVISIONS SET OUT IN THE SEPTEMBER 2021 REQUEST FOR PROPOSAL AND ALL OF ITS DOCUMENTS INCLUDED WITH THE PROPOSAL PACKET UP TO AND INCLUDING THE TRANSMITTAL LETTER, GENERAL INSTRUCTIONS AND REQUIREMENTS, FORMS, ADDENDA, CERTIFICATIONS, ETC. ARE CONSIDERED PART OF THIS CONTRACT. VENDOR AGREES AND UNDERSTANDS THAT THESE DOCUMENTS ARE CONTROLLING OVER VENDOR’S BID, INVOICE, ORDER FORMS OR ANY OTHER DOCUMENTS OF THE CONTRACT.**

II. TERM AND TERMINATION

1. **Period of Contract:** Shall begin October 15, 2021 through August 31, 2022 unless otherwise terminated by II.2 below.
2. **Termination:** The contract may be terminated under the following conditions:
 - a. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

- b. By the Center's General Counsel or Chief Financial Officer if the Vendor does not satisfactorily perform the services as indicated in the specifications herein. The Asset Manager or Coordinator must submit adequate documentation of unsatisfactory performance which shall include copies of correspondence to the Vendor before a notice of termination will be issued. The notice of termination will be in written form to the vendor and shall be effective seven (7) days after the date of the notice. In addition, the Center reserves the unilateral right to terminate contracts to prevent unnecessary expense, waste of materials, manpower and facilities.

III. INVOICING AND PAYMENT

1. The Vendor will submit monthly invoices to The Center. Invoices must be submitted by the fifth working day of the month following the reporting period. Reports may be submitted via fax to 409-948-1411 and by mail to:
The Gulf Coast Center
4352 E.F. Lowry Expressway
Texas City, Texas 77591
2. **Payment.**
 - (a) In consideration, the Center agrees to pay Vendor, in accordance with the fee schedule submitted in its bid response and attached as Exhibit A, for an amount not to exceed EIGHTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$88,000.00) for the term of this agreement. *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.*
 - (b) Payment will be made on a monthly basis and shall be based upon the services provided by Vendor as reflected in a completed claim form or invoice approved either by the Asset Director or his designee.
 - (c) **Overpayment.** In the event Vendor receives overpayment of services provided. Vendor and Center mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by Center's CEO or General Counsel.
3. **Franchise Tax.** If Vendor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Vendor due under this contract may be withheld until such delinquency is remedied.

IV. INDEMNIFICATION AND INSURANCE

1. **Indemnification.** Vendor agrees to hold the Center harmless from any patent or similar proceedings which are based on products sold by the vendor hereunder. Vendor shall defend any such suits at its own expense and Center shall have the right to have such litigation monitored by its own counsel. Vendor further agrees to hold harmless the Center and all of its directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) 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 Vendor or Vendor'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. **Insurance.** Vendor shall furnish copies of all the above-described insurance policies and a certificate of insurance to the Center upon execution of this Agreement. 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 Vendor 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. Vendor shall give the Center thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies

The Vendor shall meet the following minimum requirements:

- a. Workers Compensation Insurance-such insurance shall be in an amount equal to the limit of liability and in the form prescribed by the laws of the State of Texas.
- b. Comprehensive General Liability Insurance-\$325,000 for bodily injury each occurrence and \$150,000 for Property Damage Liability each occurrence and in the aggregate.
- c. Automobile Liability Insurance-\$100,000 Bodily Injury Each Person, subject to a \$300,000 Bodily Injury each Accident and \$100,000 Property Damage Liability each Accident, or \$300,000 combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- d. Subcontractor's Insurance-If any part of the work is sublet, after the appropriate approval, similar insurance shall be provided by or on behalf of the subcontractor to cover its operations.

V. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, 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. **Professional Conduct.** During the term of this Agreement, Vendor shall not engage in a business, calling, treatment, conduct or enterprise which is or may be, in Authority's sole discretion, contrary to the interest, benefit, or reputation of Authority. Vendor will conduct his/her relationships with Authority and its employees and consumers referred by Authority in a professional and positive manner and not make untruthful or otherwise disparaging statements regarding his/her relationship with Authority, its employees or persons served.
3. **Force Majeure Event.** Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

4. **Governmental Action Event.** A "Governmental Action" event may excuse performance of a provision under this agreement when the party's failure to act is required by the compliance with any action, order, direction, request or control of any governmental authority or person purporting to act for any governmental authority.
5. **COVID 19 Restrictions.** As is the case with any infectious disease, Parties to this contract agree to adhere to the issued guidance of the both the Center for Disease Control (CDC) and the Occupational Safety and Health Administration (OSHA) regarding coronavirus and employee health and safety. Parties agree not to ask or require employees or individuals being served to do anything contrary to any guidelines or other government restrictions. Vendor shall comply with requirements stipulated in 40 TAC §9.198, §9.199 (h) (see Exhibit E).

6. **Other Certifications:** (where relevant and/or applicable to this agreement)

- **Certification of Non-Violation.** Under Texas Government Code §2261.053, Vendor certifies that Vendor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.
- **American Recovery and Reinvestment ACT (ARRA) Funding.** HHSC may elect to use ARRA funds to pay for services under this Agreement. In addition, the 81st Texas Legislature in the General Appropriations ACT in Section XII has imposed certain reporting and audit requirements for these funds. Vendor may also be required to pass on these federal and state requirements to its subcontractors.
- **Certificate/Disclosure of Interested Parties.** Effective as of January 1, 2016, pursuant to Texas Government Code §2252.908, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. This applies to any contract with a not to exceed value of \$25,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Local Authority contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity.

7. **Assignment.** No service right or interest shall be assigned or any obligation delegated by Vendor to a subcontractor without the prior written permission of the Center.
8. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Center and Vendor.
9. **Entire Agreement.** This Agreement along with Vendor's bid submission 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.
10. **Additional Requirements.** If Vendor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Vendor's rights or obligations under the contract or places a significant financial burden on the Vendor, the Vendor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.
11. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Galveston County, Texas.
12. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Center or Vendor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Center:

If to Vendor:

Melissa Meadows, CEO
The Gulf Coast Center
10000 EF Lowry Expressway, #1220
Texas City, TX 77591
409-763-2373

Ernest A. Hallman
Trash It Services
610 Lochnell Dr.
Houston, TX 77062
346-336-2967
wetrashitcompany@gmail.com

13. **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).
14. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.
15. **Authority to Bind Center.** This Agreement is not binding upon the Center unless and until the CEO has executed it.
16. **Vendor's Authority.** The person or persons executing and signing this Agreement on behalf of the Vendor guarantee that they have been fully authorized by the Vendor to execute the Agreement and to legally bind the Vendor to all the terms and provisions of the Agreement.

Executed this _____ day of _____, 2021.

THE GULF COAST CENTER

TRASH IT SERVICES

By: _____
MELISSA MEADOWS
CEO

By: _____

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE GULF COAST CENTER IN OPEN MEETING ON THE 27TH DAY OF OCTOBER 2021.

Lisa Becker
Secretary to the Board of Trustees

ATTACHMENT A
SERVICES & PRICING SCHEDULE

Vendor agrees to perform Janitorial services at the Center's identified Galveston County facilities and bill for services as indicated in its RFP submission and below.

Additional cleaning requirement: Clean the carpet and the meeting room prior to every monthly Board Meeting at the designated facility. This must be done the weekend prior to the Board Meeting.

Janitorial, Floor Service and Upholstery Cleaning	FEE PER MONTH	FEE PER YEAR
MOM Admin	\$2,200.00	\$26,400.00
BAYOU HOUSE	\$800.00	\$9,600.00
MCSC #1	\$1,100.00	\$12,000.00
MCSC #2	\$1,200.00	\$14,400.00
MACKEY BLDG	\$1,200.00	\$14,400.00
LEAGUE CITY	\$1,000.00	\$12,000.00
ANCHOR POINT	\$1,400.00	16,800.00
		\$105,000.00

**Clean
the**

carpet and the meeting room prior to every monthly Board Meeting at the designated facility (either MOM Admin or SBCSC). This must be done the weekend prior to the Board Meeting.

Upholstery Cleaning (non-common areas) Fee/unit

- Sofa = \$75
- Love Seat = \$50
- Fully Uph Chair = \$50
- Chair with only Uph seat and back = \$35

BID SPECIFICATION TO FOLLOW

BID FORM

Janitorial, Floor Service, and Upholstery Cleaning for facilities of The Gulf Coast Center. Submit to:
Attn: Luis Diaz, Gulf Coast Center, 4352 E.F. Lowry Expressway, Texas City, TX. 77591.

1. JANITORIAL, FLOOR SERVICE AND UPHOLSTERY PER SCOPE OF SERVICE:

FACILITY	FEE PER YEAR	
NBCSC	1,200/mo = 14,400/yr	
BOAT HOUSE	800/mo = 9,600/yr	
RAYOU HOUSE	800/mo = 9,600/yr	
SBCSC-BLDG. 1	1,200/mo = 14,400/yr	
SBCSC-BLDG. 2	1,250/mo = 15,000/yr	
MALL/ADMIN BLDG.	2,200/mo = 26,400/yr	(This is at approx. 6.5/sq. ft.)
MCSC-BLDG. 1	1,100/mo = 13,200/yr	
MCSC-BLDG. 2	1,200/mo = 14,400/yr	
MACKEY BUILDING	1,200/mo = 14,400/yr	
LEAGUE CITY WEST	1000/mo = 12,000/yr	
ANCHOR POINT	1,400/mo = 16,800/yr	
TOTAL	\$ 153,000	

UPHOLSTERY CLEANING(NON-COMMON AREAS)FEE/UNIT: SOFA \$75, LOVE SEAT \$50, FULLY UPH. CHAIR \$50, CHAIR WITH ONLY UPH. SEAT & BACK \$35

EMERGENCY CLEANING: WILL PROVIDE SERVICE? Yes **HOURLY RATE** \$35/hr

INTERIOR SITE VISIT TO ALL FACILITIES CONDUCTED FOR BID: YES ☒ NO ☐

BIDDER INFORMATION: **CONTACT REPRESENTATIVE:** Ernest A. Hallman

COMPANY NAME: Trash It Services

ADDRESS: 610 Lochmell Drive **CITY** Houston **ZIP CODE** 77062

TELEPHONE: 346-336-2967 **FAX** **E-MAIL** WeTrashItCompany@gmail.com

NUMBER OF EMPLOYEES: 0 **CONTRACT WORKERS:** 8 **EXPERIENCE AND YEARS IN BUSINESS:** 8 years of experience and have been in business with Trash It Services for 6 months. We have mostly been completing residential services and are looking to expand our business to commercial cleaning as well

REFERENCES OF CUSTOMERS SERVED IN THE LAST THREE YEARS:

	COMPANY	CONTACT PERSON	TELEPHONE #	YEARS SERVED
1.	<u>I & J Trucking L.L.C.</u>	<u>Jason Moore</u>	<u>910-431-0197</u>	<u>1 year</u>
2.	<u>Reactor Company</u>	<u>Stacey Mai</u>	<u>346-965-1520</u>	<u>6 months</u>
3.	<u>Home Owner</u>	<u>Yareli Leal</u>	<u>832-720-8290</u>	<u>3 months</u>

INSURANCE COVERAGE: ☒ YES ☐ NO **INSURANCE COMPANY**

WORKERS COMPENSATION Yes

COMPREHENSIVE GENERAL LIABILITY Yes

BUSINESS AUTOMOBILE LIABILITY Yes

(INCLUDE CERTIFICATE OF INSURANCE)

JANITORIAL CHEMICAL BRAND PRIMARILY UTILIZED Clorox Cleaning Chemicals

AUTHORIZED BIDDER SIGNATURE Ernest A. Hallman **DATE** 02/07/2021

POSITION CO-OWNER

If you need additional assistance to effectively participate in or observe this meeting, please contact (409) 763-2373 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist you.

ATTACHMENT B
QUALIFICATIONS OF VENDOR

Please provide a copy of, any and all:

1. Licenses
2. Certifications
3. W-9
4. HUB Vendor Verification Form
5. Declarations of Insurance
6. September 2021 RFP response on file in Asset Management

THE PROVISIONS SET OUT IN REQUEST FOR PROPOSAL AND ALL OF ITS DOCUMENTS INCLUDED WITH THE PROPOSAL PACKET UP TO AND INCLUDING THE TRANSMITTAL LETTER, GENERAL INSTRUCTIONS AND REQUIREMENTS, FORMS, ADDENDA, CERTIFICATIONS, ETC. ARE CONSIDERED PART OF THIS AGREEMENT. VENDOR AGREES AND UNDERSTANDS THAT THESE DOCUMENTS ARE CONTROLLING OVER VENDOR'S BID, INVOICE, ORDER FORMS OR ANY OTHER DOCUMENTS OF THE AGREEMENT.

ATTACHMENT C
BUSINESS ASSOCIATE ATTACHMENT

This Business Associate Agreement (“**Agreement**”), is entered into by and between The Gulf Coast Center (“**Covered Entity**”) and Trash It Services (the “**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”)

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the “Underlying Agreements”), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information relating to patients of Covered Entity (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (HITECH Act) and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, “HIPAA”); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree that each of the Underlying Agreements shall hereby be amended as follows:

1. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“**HIPAA**”), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“**HITECH**”), and any current and future regulations promulgated under HIPAA or HITECH: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Definitions.

- (a) “Breach”- shall have same meaning given to such term as defined in 45 CFR § 164.402.
- (b) “Business Associate” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (c) “Covered Entity” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (d) “Designated Record Set” shall have the same meaning given to such term as defined in 45 CFR § 164.501.
- (e) “Disclosure” shall have the same meaning given to such terms as defined in 45 CFR § 160.103.
- (f) “Electronic Protected Health Information” or “e-PHI” shall have the same meaning given to such term as defined in 45 CFR § 160.103 limited to the information transmitted or maintained by the Business Associate in electronic form format or media.
- (g) “Individual” shall have the same meaning given to such term as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

- (h) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E respectively.
- (i) “Protected Health Information” or “PHI” shall have the same meaning given to such term as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (j) “Required By Law” shall have the same meaning given such term as defined in 45 CFR § 164.103 and The Health Information Technology for Economic and Clinical Health Act (HITECH) Division A: Title XIII, Subtitle D.
- (k) “Security” or “Security Measures” encompass all of the administrative, physical, and technical safeguards in an information system specified in subpart C of 45, CFR § 164.
- (l) “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information as specified in subparts A and C in 45 C.F.R. Parts 160 and 164, respectively.
- (m) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. Obligations and Activities of Business Associate.

- (a) Business Associate may not use or disclose protected health information other than as permitted or required by the Underlying Agreement or as required by law:
- (b) Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as required by law to, protect the confidentiality, integrity and availability of any electronic Protected Health Information (e-PHI) that it may receive, maintain or transmit on behalf of the Covered Entity in compliance with Subpart C of 45 CFR Part 164.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware, involving Protected Health Information of the Covered Entity as required at 45 CFR 164.410.
- (e) Business Associate must in accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents or affiliates of the Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Subject to the United States and State of Texas export control and foreign outsourcing laws, rules and regulations, the Business Associate will require any of its subcontractors and agents either based in the United States or a foreign country, to provide a reasonable assurance, evidenced in writing, that the subcontractor or agent will comply with the same privacy and security obligations as the Business Associate with respect to such PHI either set forth in this Agreement or in applicable law, rules and regulations.
- (f) Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR §164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR

§164.526 at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

- (h) Business Associate agrees to make available internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (k) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, disclosure and re-disclosure requirements of Texas law to the extent such requirements may be applicable.
- (l) If Business Associate, in performance of the contracted services, extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 16 C.F.R. § 681.2(b)(3), the Business Associate shall comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.
- (m) Business Associate understands and agrees that it will not access or use any Protected Health Information of any patient except for those patients whose accounts have been assigned to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.
- (n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the underlying agreement, and only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). It means that:

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of Texas at any time, that remote audits of such access may occur at any time, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.

4. Responsibilities of the Parties with Respect to Protected Health Information

- (a) Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees:
 - (1) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose Protected Health Information, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - (3) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement. Except if the Business Associate will use or disclose Protected Health Information for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

5. Application of Security and Privacy Provisions to Business Associate.

- (a) Security Measures: 45 CFR §164.308, 164.310, 164.312 and 164.316, dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate as Required By Law. Any additional security requirements contained in Division A Title XIII Health Information Technology of the American Recovery and Reinvestment Act that apply to Covered Entity shall also apply to Business Associate as of February 17, 2010. Business Associates that require access to Covered Entity electronic patient systems and electronic infrastructure systems (either on site or remote) will supply the necessary information of employees to uniquely identify such employees, as employees with a need to access systems and will supply to Covered Entity Information Security Officer a

valid state or federal issued photo ID for such employees to receive a unique user name and password to access the system(s).

- (b) Application of Civil and Criminal Penalties- If Business Associate violates any security provision as Required By Law specified in subparagraph (a) above, sections 1176 and 1177 of the Social Security Act 42 U.S.C. §1320d-5, 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provision.

6. Information Breach Notification Requirements.

- (a) Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).
- (b) Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.
- (c) Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

7. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below), and shall terminate at termination of underlying agreement or on the date Covered Entity terminates this agreement for cause as authorized on paragraph (b) of this section, whichever is sooner.
- (b) Termination for Cause. The parties acknowledge that in the event the Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of the Covered Entity, unsuccessful, ineffective or not feasible, then the Covered Entity may terminate, in its sole discretion, any or all of the Underlying Agreements upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of the Department of Health and Human Services.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all Protected Health Information pursuant to 45 CFR § 164.504(e)(2)(I) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification, in writing, of the conditions that make return or destruction infeasible. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Covered Entity may disagree with the Business Associate's determination. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.
- (d) Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon termination or expiration of the Underlying Agreement.
- (e) Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date of the last signature below.

8. Insurance and Indemnification.

Indemnification. The Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. The Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

9. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Agreement. The Parties agree to take such action as is necessary to amend the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law §104-191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.
- (c) Amendments / Waiver. This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.

- (d) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement and/or the Underlying Agreements, as shall the rights of access and inspection of Covered Entity.
- (e) No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.
- (g) **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10. Governing Law; Conflict.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Galveston County, Texas. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

Executed this _____ day of _____, 2021.

THE GULF COAST CENTER

TRASH IT SERVICES

By: _____
Melissa Meadows, CEO

By: _____
Ernest A. Hallman

**GULF COAST CENTER
FY22 JANITORIAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of October 2021 by and between **THE GULF COAST CENTER**, a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the “Center”) and **M&R’S ELITE JANITORIAL SOLUTIONS, LLC** (the “Vendor”).

RFP: Janitorial Services RFP issued September 2021

Contract Contact: Luis Diaz, Asset Director
Telephone: 409-944-4344
E-Mail Address: LuisD@gulfcoastcenter.org

Contract Period: October 15, 2021 through August 31, 2022

Vendor: Felipe Romero
M&R’S Elite Janitorial Solutions LLC
20526 Broughwood Circle
Katy, TX 77449
832-647-1689

Affected Counties: Brazoria

Services & Price: See Attachment A Services and Pricing Schedule

I. CONDITIONS

1. This contract is established to furnish Scheduled janitorial routine cleaning and other special cleaning services at identified Center facilities.
2. **THE PROVISIONS SET OUT IN THE SEPTEMBER 2021 REQUEST FOR PROPOSAL AND ALL OF ITS DOCUMENTS INCLUDED WITH THE PROPOSAL PACKET UP TO AND INCLUDING THE TRANSMITTAL LETTER, GENERAL INSTRUCTIONS AND REQUIREMENTS, FORMS, ADDENDA, CERTIFICATIONS, ETC. ARE CONSIDERED PART OF THIS CONTRACT. VENDOR AGREES AND UNDERSTANDS THAT THESE DOCUMENTS ARE CONTROLLING OVER VENDOR’S BID, INVOICE, ORDER FORMS OR ANY OTHER DOCUMENTS OF THE CONTRACT.**

II. TERM AND TERMINATION

1. **Period of Contract:** Shall begin October 15, 2021 through August 31, 2022 unless otherwise terminated by II.2 below.
2. **Termination:** The contract may be terminated under the following conditions:

- a. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
- b. By the Center's General Counsel or Chief Financial Officer if the Vendor does not satisfactorily perform the services as indicated in the specifications herein. The Asset Manager or Coordinator must submit adequate documentation of unsatisfactory performance which shall include copies of correspondence to the Vendor before a notice of termination will be issued. The notice of termination will be in written form to the vendor and shall be effective seven (7) days after the date of the notice. In addition, the Center reserves the unilateral right to terminate contracts to prevent unnecessary expense, waste of materials, manpower and facilities.

III. INVOICING AND PAYMENT

1. The Vendor will submit monthly invoices to The Center Invoices must be submitted by the fifth working day of the month following the reporting period. Reports may be submitted via fax to 409-948-1411 and by mail to:
The Gulf Coast Center
4352 E.F. Lowry Expressway
Texas City, Texas 77591
2. **Payment.**
 - (a) In consideration, the Center agrees to pay Vendor, in accordance with the fee schedule attached as Exhibit A, for an amount not to exceed THIRTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$38,775.00) for the term of this agreement. *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.*
 - (b) Payment will be made on a monthly basis and shall be based upon the services provided by Vendor as reflected in a completed claim form or invoice approved either by the Asset Director or his designee.
 - (c) **Overpayment.** In the event Vendor receives overpayment of services provided. Vendor and Center mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by Center's CEO or General Counsel.
3. **Franchise Tax.** If Vendor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Vendor due under this contract may be withheld until such delinquency is remedied.

IV. INDEMNIFICATION AND INSURANCE

7. **Indemnification.** Vendor agrees to hold the Center harmless from any patent or similar proceedings which are based on products sold by the vendor hereunder. Vendor shall defend any such suits at its own expense and Center shall have the right to have such litigation

monitored by its own counsel. Vendor further agrees to hold harmless the Center and all of its directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) 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 Vendor or Vendor'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.

8. **Insurance.** Vendor shall furnish copies of all the above-described insurance policies and a certificate of insurance to the Center upon execution of this Agreement. 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 Vendor 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. Vendor shall give the Center thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies

The Vendor shall meet the following minimum requirements:

- e. Workers Compensation Insurance-such insurance shall be in an amount equal to the limit of liability and in the form prescribed by the laws of the State of Texas.
- f. Comprehensive General Liability Insurance-\$325,000 for bodily injury each occurrence and \$150,000 for Property Damage Liability each occurrence and in the aggregate.
- g. Automobile Liability Insurance-\$100,000 Bodily Injury Each Person, subject to a \$300,000 Bodily Injury each Accident and \$100,000 Property Damage Liability each Accident, or \$300,000 combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- h. Subcontractor's Insurance-If any part of the work is sublet, after the appropriate approval, similar insurance shall be provided by or on behalf of the subcontractor to cover its operations.

V. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, 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. **Professional Conduct.** During the term of this Agreement, Vendor shall not engage in a business, calling, treatment, conduct or enterprise which is or may be, in Authority's sole discretion, contrary to the interest, benefit, or reputation of Authority. Vendor will conduct his/her relationships with Authority and its employees and consumers referred by Authority in a professional and positive manner and not make untruthful or otherwise disparaging statements regarding his/her relationship with Authority, its employees or persons served.

9. **Force Majeure Event.** Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (“Force Majeure Event”).

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

10. **Governmental Action Event.** A “Governmental Action” event may excuse performance of a provision under this agreement when the party’s failure to act is required by the compliance with any action, order, direction, request or control of any governmental authority or person purporting to act for any governmental authority.
11. **COVID 19 Restrictions.** As is the case with any infectious disease, Parties to this contract agree to adhere to the issued guidance of the both the Center for Disease Control (CDC) and the Occupational Safety and Health Administration (OSHA) regarding coronavirus and employee health and safety. Parties agree not to ask or require employees or individuals being served to do anything contrary to any guidelines or other government restrictions.
12. **Other Certifications:** (where relevant and/or applicable to this agreement)
- **Certification of Non-Violation.** Under Texas Government Code §2261.053, Vendor certifies that Vendor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

- **American Recovery and Reinvestment ACT (ARRA) Funding.** HHSC may elect to use ARRA funds to pay for services under this Agreement. In addition, the 81st Texas Legislature in the General Appropriations ACT in Section XII has imposed certain reporting and audit requirements for these funds. Vendor may also be required to pass on these federal and state requirements to its subcontractors.
- **Certificate/Disclosure of Interested Parties.** Effective as of January 1, 2016, pursuant to Texas Government Code §2252.908, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. This applies to any contract with a not to exceed value of \$25,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Local Authority contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity.

13. **Assignment.** No service right or interest shall be assigned or any obligation delegated by Vendor to a subcontractor without the prior written permission of the Center.

8. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Center and Vendor.
9. **Entire Agreement.** This Agreement along with Vendor's bid submission to September 2021 Janitorial RFP 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.
10. **Additional Requirements.** If Vendor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Vendor's rights or obligations under the contract or places a significant financial burden on the Vendor, the Vendor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.
11. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Galveston County, Texas.
12. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Center or Vendor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Center:

Melissa Tucker, CEO
The Gulf Coast Center
10000 EF Lowry Expwy #1220
Texas City, TX 77591
409-763-2373

If to Vendor:

Felipe Romero, Business Manager
M&R'S Elite Janitorial Solutions LLC
20526 Broughwood Circle
Katy, TX 77449
832-647-1689

13. **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).
14. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.
15. **Authority to Bind Center.** This Agreement is not binding upon the Center unless and until the Chief Executive Officer has executed it.
16. **Vendor's Authority.** The person or persons executing and signing this Agreement on behalf of the Vendor guarantee that they have been fully authorized by the Vendor to execute the Agreement and to legally bind the Vendor to all the terms and provisions of the Agreement.

Executed this _____ day of _____, 2021.

THE GULF COAST CENTER

ELITE JANITORIAL SOLUTIONS

By: _____
MELISSA TUCKER
CEO

By: _____
Felipe Romero
Business Manager

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE GULF COAST CENTER IN OPEN MEETING ON THE 27th DAY OF OCTOBER 2021.

Lisa Becker
Secretary to the Board of Trustees

ATTACHMENT A
SERVICES & PRICING SCHEDULE

Vendor agrees to perform Janitorial services (inclusive of janitorial, floor service and upholstery cleaning) at the Center's identified Galveston and Brazoria County facilities and bill for services as indicated in its RFP submission and below. In the event additional emergency services are requested by Center, the rate is \$20/hr. (4HR MIN).

Janitorial, Floor Service and Upholstery Cleaning	\$ FEE PER YEAR
NBCSC	\$11,400.00
BOATHOUSE	\$7,800.00
SBCSC BLDG#1	\$10,800.00
SBCSC BLDG#2	\$10,200.00
	\$40,200.00

Clean the carpet and the meeting room prior to every monthly Board Meeting at the designated facility (SBCSC). This must be done the weekend prior to the Board Meeting.

Upholstery Cleaning (non-common areas) Fee/unit

- Sofa = \$10
- Love Seat = \$10
- Fully Uph Chair = \$5
- Chair with only Uph seat and back = \$2.50

BID SPECIFICATION TO FOLLOW

BID FORM

Janitorial, Floor Service, and Upholstery Cleaning for facilities of The Gulf Coast Center. Submit to:
 Attn: Luis Diaz, Gulf Coast Center, 4352 R.F. Lowry Expressway, Texas City, TX. 77591.

1. JANITORIAL, FLOOR SERVICE AND UPHOLSTERY PER SCOPE OF SERVICE:

FACILITY	FEE PER YEAR
NBCSC	\$11,400.00
BOAT HOUSE	\$7,800.00
BAYOU HOUSE	\$2,100.00
SBCSC-BLDG. 1	\$10,800.00
SRCSC-BLDG. 2	\$10,200.00
MALL/ADMIN BLDG.	\$21,600.00
MCSC-BLDG. 1	\$13,800.00
MCSC-BLDG. 2	\$15,000.00
MACKEY BUILDING	\$4,800.00
LEAGUE CITY WEST	\$5,700.00
ANCHOR POINT	\$10,800.00
TOTAL	\$114,000.00

UPHOLSTERY CLEANING(NON-COMMON AREAS)FEE/UNIT: SOFA \$10.00 LOVE SEAT \$10.00, FULLY UPH. CHAIR \$5.00, CHAIR WITH ONLY UPH. SEAT & BACK \$2.50
 EMERGENCY CLEANING: WILL PROVIDE SERVICE? Yes _____ HOURLY RATE \$20, min 4 hrs
 INTERIOR SITE VISIT TO ALL FACILITIES CONDUCTED FOR BID: YES ☒ NO _____

BIDDER INFORMATION: CONTACT REPRESENTATIVE: Felipe Romero

COMPANY NAME: M & R's Elite Janitorial Solutions, LLC

ADDRESS: 20526 Broughwood Circle CITY Katy ZIP CODE 77449

TELEPHONE: (832) 647-1689 FAX (281) 533-8027 E-MAIL fromero@mrelitejanitorial.com

NUMBER OF EMPLOYEES: 45 CONTRACT WORKERS: 0 EXPERIENCE AND YEARS

IN BUSINESS: Our personnel have over 13 years of experience in the industry providing superior customer service around the clock. Our company has been in business for 4.5 years now, growing at a fast pace and providing superior quality janitorial services. We currently service all sectors- healthcare, non-profits, schools and state government agencies and provide service throughout the State of Texas.

REFERENCES OF CUSTOMERS SERVED IN THE LAST THREE YEARS:

COMPANY	CONTACT PERSON	TELEPHONE #	YEARS SERVED
1. <u>Austin Housing Authority</u>	<u>Nora Velasco</u>	<u>512-767-7799 Call</u>	<u>1.25 years</u>
2. <u>Workforce Solutions Alamo</u>	<u>Marty Pena</u>	<u>210-581-1083 Office</u>	<u>2.50 years</u>
3. <u>City of Beaumont</u>	<u>Kenneth Coleman</u>	<u>409-654-3622 Office</u>	<u>1.50 years</u>

INSURANCE COVERAGE: ☒ YES ☐ NO INSURANCE COMPANY

WORKERS COMPENSATION AmGUARD Insurance Company

COMPREHENSIVE GENERAL LIABILITY Hiscox Insurance Company

BUSINESS AUTOMOBILE LIABILITY AmGUARD Insurance Company

(INCLUDE CERTIFICATE OF INSURANCE)

JANITORIAL CHEMICAL BRAND PRIMAIRLY UTILIZED Diversey

AUTHORIZED BIDDER SIGNATURE _____ DATE 09/09/2021

POSITION Business Manager

If you need additional assistance to effectively participate in or observe this meeting, please contact (409) 763-2373 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist you.

ATTACHMENT B
QUALIFICATIONS OF VENDOR

Please provide a copy of, any and all:

7. Licenses
8. Certifications
9. W-9
10. HUB Vendor Verification Form
11. Declarations of Insurance
12. September 2021 RFP response on file in Asset Management

THE PROVISIONS SET OUT IN REQUEST FOR PROPOSAL AND ALL OF ITS DOCUMENTS INCLUDED WITH THE PROPOSAL PACKET UP TO AND INCLUDING THE TRANSMITTAL LETTER, GENERAL INSTRUCTIONS AND REQUIREMENTS, FORMS, ADDENDA, CERTIFICATIONS, ETC. ARE CONSIDERED PART OF THIS AGREEMENT. VENDOR AGREES AND UNDERSTANDS THAT THESE DOCUMENTS ARE CONTROLLING OVER VENDOR'S BID, INVOICE, ORDER FORMS OR ANY OTHER DOCUMENTS OF THE AGREEMENT.

ATTACHMENT C
BUSINESS ASSOCIATE ATTACHMENT

This Business Associate Agreement (“**Agreement**”), is entered into by and between The Gulf Coast Center (“**Covered Entity**”) and M&R’S Elite Janitorial Solutions LLC (the “**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”)

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the “Underlying Agreements”), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information relating to patients of Covered Entity (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (HITECH Act) and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, “HIPAA”); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree that each of the Underlying Agreements shall hereby be amended as follows:

1. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“**HIPAA**”), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“**HITECH**”), and any current and future regulations promulgated under HIPAA or HITECH: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Definitions.

- (a) “Breach”- shall have same meaning given to such term as defined in 45 CFR § 164.402.
- (b) “Business Associate” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (c) “Covered Entity” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (d) “Designated Record Set” shall have the same meaning given to such term as defined in 45 CFR § 164.501.
- (e) “Disclosure” shall have the same meaning given to such terms as defined in 45 CFR § 160.103.
- (f) “Electronic Protected Health Information” or “e-PHI” shall have the same meaning given to such term as defined in 45 CFR § 160.103 limited to the information transmitted or maintained by the Business Associate in electronic form format or media.
- (g) “Individual” shall have the same meaning given to such term as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

- (h) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E respectively.
- (i) “Protected Health Information” or “PHI” shall have the same meaning given to such term as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (j) “Required By Law” shall have the same meaning given such term as defined in 45 CFR§ 164.103 and The Health Information Technology for Economic and Clinical Health Act (HITECH) Division A: Title XIII, Subtitle D.
- (k) “Security” or “Security Measures” encompass all of the administrative, physical, and technical safeguards in an information system specified in subpart C of 45, CFR § 164.
- (l) “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information as specified in subparts A and C in 45 C.F.R. Parts 160 and 164, respectively.
- (m) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. Obligations and Activities of Business Associate.

- (a) Business Associate may not use or disclose protected health information other than as permitted or required by the Underlying Agreement or as required by law:
- (b) Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as required by law to, protect the confidentiality, integrity and availability of any electronic Protected Health Information (e-PHI) that it may receive, maintain or transmit on behalf of the Covered Entity in compliance with Subpart C of 45 CFR Part 164.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware, involving Protected Health Information of the Covered Entity as required at 45 CFR 164.410.
- (e) Business Associate must in accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents or affiliates of the Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Subject to the United States and State of Texas export control and foreign outsourcing laws, rules and regulations, the Business Associate will require any of its subcontractors and agents either based in the United States or a foreign country, to provide a reasonable assurance, evidenced in writing, that the subcontractor or agent will comply with the same privacy and security obligations as the Business Associate with respect to such PHI either set forth in this Agreement or in applicable law, rules and regulations.
- (f) Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR §164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR

§164.526 at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

- (h) Business Associate agrees to make available internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (k) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, disclosure and re-disclosure requirements of Texas law to the extent such requirements may be applicable.
- (l) If Business Associate, in performance of the contracted services, extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 16 C.F.R. § 681.2(b)(3), the Business Associate shall comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.
- (m) Business Associate understands and agrees that it will not access or use any Protected Health Information of any patient except for those patients whose accounts have been assigned to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.
- (n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the underlying agreement, and only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). It means that:

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of Texas at any time, that remote audits of such access may occur at any time, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.

4. Responsibilities of the Parties with Respect to Protected Health Information

- (a) Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees:
 - (1) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose Protected Health Information, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - (3) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement. Except if the Business Associate will use or disclose Protected Health Information for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

5. Application of Security and Privacy Provisions to Business Associate.

- (a) Security Measures: 45 CFR §164.308, 164.310, 164.312 and 164.316, dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate as Required By Law. Any additional security requirements contained in Division A Title XIII Health Information Technology of the American Recovery and Reinvestment Act that apply to Covered Entity shall also apply to Business Associate as of February 17, 2010. Business Associates that require access to Covered Entity electronic patient systems and electronic infrastructure systems (either on site or remote) will supply the necessary information of employees to uniquely identify such employees, as employees with a need to access systems and will supply to Covered Entity Information Security Officer a

valid state or federal issued photo ID for such employees to receive a unique user name and password to access the system(s).

- (b) Application of Civil and Criminal Penalties- If Business Associate violates any security provision as Required By Law specified in subparagraph (a) above, sections 1176 and 1177 of the Social Security Act 42 U.S.C. §1320d-5, 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provision.

6. Information Breach Notification Requirements.

- (a) Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).
- (b) Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.
- (c) Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

7. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below), and shall terminate at termination of underlying agreement or on the date Covered Entity terminates this agreement for cause as authorized on paragraph (b) of this section, whichever is sooner.
- (b) Termination for Cause. The parties acknowledge that in the event the Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of the Covered Entity, unsuccessful, ineffective or not feasible, then the Covered Entity may terminate, in its sole discretion, any or all of the Underlying Agreements upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of the Department of Health and Human Services.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all Protected Health Information pursuant to 45 CFR § 164.504(e)(2)(I) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification, in writing, of the conditions that make return or destruction infeasible. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Covered Entity may disagree with the Business Associate's determination. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.
- (d) Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon termination or expiration of the Underlying Agreement.
- (e) Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date of the last signature below.

8. Insurance and Indemnification.

Indemnification. The Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. The Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

9. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Agreement. The Parties agree to take such action as is necessary to amend the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law §104-191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.
- (c) Amendments / Waiver. This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.

- (d) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement and/or the Underlying Agreements, as shall the rights of access and inspection of Covered Entity.
- (e) No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.
- (g) **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10. Governing Law; Conflict.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Galveston County, Texas. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

Executed this _____ day of _____, 2021.

THE GULF COAST CENTER

**M&R'S ELITE JANITORIAL
SOLUTIONS LLC**

By: _____
Melissa Tucker, CEO

By: _____
Felipe Romero
Business Manager



Quality Management Plan FY2022-2023

I. Overview

As a Certified Community Behavioral Health Center, the Gulf Coast Center offers a comprehensive service array to help meet the growing needs of the community. The Center works to ensure that clients and family members receive the quality care and support needed to improve behavioral and physical health outcomes. All Center programs adhere to quality standards and commit to continuously improve performance of clinical and supportive services, program management, and administrative activities.

The Quality Management Plan describes the methods by which Center-wide continuous quality improvement activities are implemented to improve access to services and to ensure service recipients and family members receive high-quality care in support of the Center's mission and vision.

Mission Statement

Provide accessible, efficient, and quality services to support the independence and healthy living of those we serve.

Vision Statement

Better community healthcare promoting healthy living.

II. Quality Management Program Structure

The Quality Management Program is dedicated to ensuring improved outcomes and enhanced customer satisfaction for service recipients. The Center is also committed to ensuring all family members and collateral contacts of service recipients have positive experiences. The Gulf Coast Center's Board of Trustees approves the Quality Management Plan and the leadership staff of the Center is entrusted with plan implementation. Leadership oversees the collection and evaluation of feedback from stakeholders which includes assessing and approving actions related to stakeholder's satisfaction with services provided. Leadership evaluates performance indicators and uses data to drive decisions regarding service outcomes, financial responsibility, and organizational efficiency.

The Center's leadership staff entrust the responsibility for oversight of the Quality Management Plan to the Quality Management Supervisor and assures that sufficient resources are allocated to make improvements necessary throughout the Center. The Quality Management Supervisor reviews the plan annually, solicits input from Executive Management Team (EMT) and updates the plan to incorporate feedback from management. Leadership entrusts program managers with assuring that all staff participate in the Quality Management Plan by being aware of the outcomes of quality assurance activities in their service areas.

III. Quality Assurance Activities

Quality assurance activities are devised to measure and assess performance and program compliance in

accordance with contractual agreements, accreditation standards and state and federal regulations. The Quality Management Department is responsible for conducting internal quality assurance activities at all levels of the organization, to include monitoring of subcontractors, and serves as the primary point of contact for external programmatic audits initiated by state and federal agencies.

A) Program Reviews

The Quality Management Supervisor utilizes an annual schedule to ensure that all departments are included in a rotation for program reviews. The review process evaluates program compliance with contract requirements as well as other performance indicators specific to the program. The scope of the reviews consists of a select number of the following items:

1. Achievement of performance targets
2. Documentation of service provision
3. Access to services
4. Implementation of evidenced-based practices
5. Trends in risk data for staff and clients
6. Policy and procedures
7. Client satisfaction surveys
8. Personnel files
9. Financial and billing reports
10. Staff interviews
11. Client interviews
12. Facility appearance

The focus and frequency of reviews is dependent upon performance data collected in Smartcare, MBOW, Lifesize and CMBHS as well as the outcome of past reviews. Upon completion of the review, a Report of Findings (ROF) is developed and shared with the Program Manager and Service Area Director. The ROF details program strengths, weaknesses, and recommendations for improvements. If a program review is found to have significant areas requiring improvement, QM will require that a Corrective Action Plan (CAP) is developed by the Program Manager and/or Service Area Director no later than two weeks after receipt of the ROF. The CAP will describe the actions that will take place to address findings and include a timeline by which corrections will be made. The QM Department will conduct a subsequent review to determine compliance with the CAP and to assess if improvement has been sustained. The Quality Management Supervisor will notify the Chief Operating Officer and/or the Executive Management Team member who oversees the program if the Program Manager and/or Services Area Director fail to comply with the program review process, CAP process, or fail to implement adequate quality improvement provisions when problems are identified.

B) Quality Record Reviews

The Quality Management Department reviews client records for all service areas as part of the program review process described above. In addition, the QM department monitors the findings of program managers or designees who are qualified to complete quality record reviews according to the schedule below:

Program/Service Area	Sample Size	Frequency
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MH Adult/Youth/YES	2 charts per location	Monthly
MH PASRR	10 charts	Quarterly
IDD	1 chart per staff (HSC, TxHmL, PASRR, GR)	Monthly
SUD Outpatient	2 charts per staff for each location	Quarterly
SUD Inpatient (SOS)	2 charts per location	Quarterly
MH Prescribers	2 charts per prescriber	Quarterly
Housing Services (PSH/SHRA/PATH)	1 chart per staff	Monthly

The data collected from reviews is submitted to the QM Department via shared files. If any review elements are found to be out of compliance, program managers will notify responsible staff so the issue can be corrected. The program manager is responsible for monitoring issues of non-compliance to assure that corrections are made, and improvements are sustained.

The QM Department is responsible for ensuring reviews are completed and that any needed corrections are made. The QM Department utilizes the information from the client record reviews to identify both positive and negative trends which is then used to make informed decisions aimed at improving access to care, quality of services, and client outcomes.

C) Consumer Satisfaction- Consumer satisfaction is assessed primarily through satisfaction surveys which are routinely offered in various programs.

Client satisfaction with Telemedicine Services is assessed daily using telemedicine satisfaction surveys offered to adult service recipients and youth/LARs upon completion of each telemedicine appointment. The survey is used to assess satisfaction with the service provided by the prescriber and is also used to identify any issues related to the quality of remote service delivery to include issues with technology.

Gulf Coast Center also utilizes survey kiosks at all outpatient MH locations by which clients and LAR/family members can complete an Express Survey. This brief survey assesses overall satisfaction with the respondent's most recent visit to an outpatient clinic.

The Center's Substance Use Disorder Services (SUD) offers surveys to clients who have received an OSAR screening. This survey assesses the respondent's satisfaction with the OSAR screening as well as overall satisfaction with OSAR services. A satisfaction survey is also offered to all SUD outpatient recipients on a quarterly basis and upon program discharge. This survey assesses client satisfaction with services during treatment and then overall satisfaction at program completion.

There are various protocols by which survey data is reviewed either by program managers, Service Area Directors, or QM staff. Staff work to ensure that any negative survey responses are addressed as soon as possible. When applicable, the QM department will make additional contact with the service recipient and or family member to collect additional information and provide on-going follow-up to the problem is resolved.

In addition to surveys, the QM Department may determine a need to conduct QA phone calls to clients or family members/LARs to solicit feedback on Center services. QA calls are also conducted by request from leadership as a need is identified. Any QA calls for which feedback is unsatisfactory will be immediately addressed with the staff and/or supervisor. The QM department will maintain contact with the client or family member/LAR until the problem is resolved.

D) Fidelity Monitoring- Regular monitoring of evidenced-based practices (EBPs) is key to ensuring that service provision meets fidelity requirements. The review of EBPs is designed to measure, assess, and improve service access and delivery. The review process and frequency vary by service area but is primarily accomplished as part of the quality record review process. If the outcome of a review results in findings that are unsatisfactory then program managers will notify staff immediately so the problem can be corrected.

All review findings are analyzed by the QM Department so data can be compiled, and reports developed to measure and track improvement. Data is shared with service area managers and leadership staff as appropriate.

The QM Department, in partnership with the Utilization Manager, and Service Area Directors also utilize MBOW and CMBHS reports as an additional tool to assess program adherence with EBPs. EBPs are monitored for the following service areas: MH Adult, ACT, SUD, MH Youth, and YES Waiver.

E) Crisis Response Services- Monitoring of Crisis Services is conducted to evaluate the quality and accessibility of crisis services. Quality assurance activities include evaluation of: Mobile Crisis Outreach Team (MCOT), crisis hotline services, MH inpatient crisis services, IDD Crisis Intervention Specialist functions, IDD crisis respite services and MH crisis respite services. The mechanisms by which crisis services are monitored include the following:

QA Activity/Service Type	Frequency
Facility Capacity Reporting/Waitlists- MH crisis respite, MH inpatient, IDD crisis respite	Daily
Crisis Hotline Services	Daily
Quality Record Reviews- MCOT, MH inpatient, MH crisis respite, IDD crisis respite	Monthly
Facility Inspections/Safety Reports/Staff Training- MH crisis respite	Monthly
Inpatient Hospital Discharge Transports	Monthly
IDD Crisis Intervention Specialist Services	Quarterly
CMHH-MH inpatient services	Quarterly
PASRR MI	Bi-monthly

Client record reviews are conducted at a frequency no less than monthly. If the outcome of a review results in findings that are unsatisfactory then program managers will notify staff immediately so the problem can be corrected.

The QM Department also conducts reviews which consist of documentation audits, monitoring of crisis performance measures in MBOW, and evaluation of quarterly crisis reports. Data collected is assessed and measured by evaluating compliance with performance measure achievement and other contractual requirements.

F) Data Analysis- The QM Department utilizes data collected in the EHR (Smartcare) to monitor provider performance. The department also collects data from state reporting systems such as MBOW, CMBHS, and CARE to further evaluate authority functions and identify areas of exceptional service as well as opportunities for improvement. Data is reviewed daily by the Quality Management Supervisor, Utilization Manager, IT, and Service Area Directors. The data is analyzed and compared to established targets set by the organization and oversight agencies. Once data has been analyzed, reports are

Page 53 of 58

If you need additional assistance to effectively participate in or observe this meeting, please contact (409) 763-2373 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist you.

generated so action plans can be developed to address findings.

In addition to the review of data in the EHR and State databases, the QM Department collects and tracks various types of internal data. The QM Department requires each MH outpatient clinic to record data on individuals requesting services. QM monitors this data to evaluate the screening, intake, and referral processes by location. The QM Department shares this data with Service Area Directors and program managers who use the information to improve processes related to service access.

The QM Department is also responsible for tracking and monitoring data for critical lab results for MH adult services. Critical results are defined as results that, if left untreated, could be life threatening or place the patient at serious risk. The lab results are required to be reported to the QM Department no later than 7 days following the procedure. The Chief Nursing Officer (CNO) records the results in a shared database and ensures that the patient is notified of the critical lab value. The QM Department reviews the recorded data as well as the clinical documentation in the EHR that verifies that the patient was notified and was provided instructions by medical staff to address lab results.

The QM Supervisor also participates in bi-monthly Change Management meetings facilitated by the Chief Information Officer. The Change Management meetings provide a structure for participants to identify areas of need regarding changes to the EHR, internal and external reporting and implementing advancements in monitoring contract performance measures and regulatory requirements related to data collection. The meetings allow Service Area Directors, QM/UM staff and the Director of Reimbursement to work directly with IT staff to share ideas and collaborate on determining the best approach to meet the data needs of the agency.

G) Utilization Management (UM) - The QM Supervisor works closely with the Utilization Manager to monitor contractual performance measures, service utilization, and provider adherence to Texas Resiliency and Recovery Practices. The UM Manager's responsibilities include but are not limited to the following:

- Utilizing clinical and encounter data to compare authority performance with established service targets and contract requirements
- Identifying trends to include gaps in services, rates of no shows for appointments and services, under and over utilized services, and barriers to service access
- Reporting identified concerns to leadership staff to allow for further evaluation and development of action planning and improvement activities
- Monitoring and management of the Waiting List
- Aiding with appeals/denials

The Utilization Manager is responsible for the daily monitoring of service utilization trends and performance measure data in MBOW. The UM Manager is charged with sending weekly reports to Clinical Directors, Program Managers, QM Supervisor, and other leadership staff as appropriate. These reports are used to inform clinical staff of performance measure status and service utilization and/or authorization concerns. Clinical Directors and Program Managers are responsible for disseminating information to direct care staff using this data to implement operational changes for process improvement.

H) Monitoring of External Service Providers- Provider agencies agree to participate in and comply with QM activities and standards to objectively monitor and evaluate service delivery and provider

performance. The QM Department supports provider QA activities by evaluating adherence to service requirements and identified quality standards. The QM Department utilizes various methods for evaluating service delivery of providers which include but are not limited to the following: quality record reviews, monitoring wait list, capacity, and census reports, facility inspections, and data acquired from State reporting systems.

I) Continuous Quality Improvement (CQI)- GCC leadership has adopted the Plan-Do-Study-Act (PDSA) method for evaluating process improvement initiatives. The need for PDSA cycles is primarily determined by a Service Area Director. A report on the status and/or outcome of the cycle is discussed in Senior Leadership meetings and all documentation related to PDSA cycles is maintained in shared files accessible to leadership staff. The approved PDSA template is described below.

PDSA (Plan-Do-Study-Act) Worksheet Model for Improvement

Program/Service Area: Identify program or operational flow/service line that is targeted for change.

Cycle: Enter the cycle number of this PDSA, to track the number of attempts employed to resolve the identified issue (e.g., "Cycle 2" represents the second PDSA attempt to rectify the same problem).

Implementation Date: Enter the date the plan will be implemented.

Issue – Identify the problem/issue in need of improvement.

PLAN:

Aim: An aim states the desired result. Approach this section with the mindset of, "Here's what will be achieved."

Objective for this cycle: An objective refers to the specific requirement to be met to accomplish the overall aim – it is the action plan. Delineate the strategy that will be implemented to resolve the issue. Approach this section with the mindset of, "Here's how the Aim will be achieved."

Steps to Execute:

1. Plan for Change/Test - Who, What, When, Where

Who: Identify the individual or group of individuals who will initiate the plan.

What: Indicate what will be done to implement the plan.

When: Enter the date range for execution of this cycle. The duration should be as short as possible, to effect the change as quickly as possible; however, sufficient time must be allotted for change to occur.

Where: Identify where initiation and execution of plan will occur.

2. Plan for Data Collection - Who, What, When, Where

Who: Identify the individual or group of individuals who will observe and perform research to collect information relevant to determining progress achieved in the change process.

What: Indicate what is being done to gather relevant information.

When: Enter the date range for collection of information. This timeframe usually aligns with the timeframe for execution of the plan cycle.

Where: Identify where the gathering of information will take place.

DO:

Set the plan in motion, and collect information through performing reviews/research, surveys, and/or interviews, etc. to learn what will have occurred since initiation of the change. Information gathering may also include observations of how staff reacted to the change, how clients reacted to the change, and how this change fit in with the operational flow. Document the acquisition of information.

STUDY:

Study the results. What can be learned from them? Consider whether the plan effected the anticipated change. Was the goal fully achieved? Was the goal partially achieved? Was there any change? Record results of study.

Example:

ACT:

What was concluded from this cycle? What is the next step?

If the desired change was fully achieved, no additional cycles are required for the identified issue. Consider whether the plan can be spread across other teams, programs, or parts of the catchment area. For example, if a change in clinic flow was successfully implemented in one clinic location, can the change then be implemented in other clinic locations?

If the desired change was partially achieved, consider adjustments to the plan that may work. If determined that modifications could be effective, plan and implement the next cycle with modifications. If no significant change was noted, formulate, and implement a new plan for the next cycle.

Document the conclusions, as well as the next steps planned. Finally, always consider whether the result requires a revision in the written Procedures; if so, ensure follow-through of revision.

J) Committee Collaboration- The Quality Management Supervisor participates in quarterly committees where data is reported from all service areas. A detailed description of committees and their functions is as follows:

Utilization Management Committee

Established as a regional committee within the East Texas Behavioral Health Network (ETBHN), the primary function of the UM committee is to monitor utilization of clinical resources to assist the promotion, maintenance, and availability of high-quality care in conjunction with effective and efficient utilization of resources.

The objectives of the UM committee include processes to:

- Evaluate the overall integrity of the utilization management process to include timely and appropriate assignment of services.
- Approve and oversee the appeal system for adverse determination decisions.

- Analyze utilization patterns and trends throughout the ETBHN region, to include gaps in services, rates of no-shows for appointments/services, billing issues, underdeveloped frequently requested services, existing services that are under- and over- utilized, and barriers to access.
- Establish mechanisms to report quantitative and qualitative information on service utilization and service delivery to ETBHN Regional Oversight Committee members, Center staff, the Board of Trustees, and providers.

Human Rights Committee (HRC)

This committee is chaired by the Rights Protection Officer and convenes on a quarterly basis. The committee is charged with promoting, protecting, and ensuring the rights of individuals served as well as providing due process when a limitation of an individual's rights is being considered. Each quarter the committee's agenda includes: a review of allegations of abuse neglect/neglect/exploitation, consumer complaints, consumer deaths, medication errors, critical incidents, rights issues and restrictions, and behavior management plans. The committee is charged with evaluating compliance with appropriate policies and procedures, evaluate trends, and formulating recommendations for improving the rights protection process. HRC membership is comprised of staff from varied service areas/disciplines and may include consumers served by the local authority and/or LAR's or family members of a person served. The Rights Protection Officer also provides rights protection training for employees on an annual basis as well as for new hires through New Employee Orientation.

HCS Consumer/Advocate Advisory Committee

This committee is chaired by the Rights Protection Officer and convenes on a quarterly basis. The focus of this committee is to review the following quarterly data related to HCS consumers:

- Allegation of abuse/neglect/exploitation
- Complaints
- Deaths
- Incidents/critical incidents
- Rights issues/restrictions: confidentiality, appeals, restrictions, restraints
- Program discharges
- Methods for measuring, assessing, and improving the consumer rights protection process
- Methods for improving program operations

Corporate Compliance Committee

This committee is comprised of representatives from clinical and administrative services and serves to assist and advise the Corporate Compliance Officer in the implementation and monitoring of the Center's Corporate Compliance Plan. The Committee's responsibilities include:

- Analyzing the organization's regulatory obligations
- Assessing existing policies and procedures that address these areas for possible incorporation into the compliance monitoring program
- Working with employees to adhere to standards of conduct and policies and procedures that promote compliance
- Recommending, developing and/or monitoring internal systems and controls to carry out Center standards, policies, and procedures as part of the Center's daily operations.

- Determining the appropriate strategy and approach to promote compliance and detection of potential risk areas through various reporting mechanisms.
- Assisting with the development of preventive and corrective action plans as appropriate.
- Developing a system to solicit, evaluate and respond to complaints and problems; and monitoring findings of internal and external reviewing bodies for the purpose of identifying risk areas or deficiencies requiring preventive and corrective action.

The Corporate Compliance Committee is chaired by the Corporate Compliance Officer and convenes on a quarterly basis. The committee routinely reviews:

- Compliance reports and incidents
- Compliance investigations
- Business Code of Conduct Violations
- Overpayments / refunds / lost revenue / fee collection
- Audit findings
- Quality Management activities
- Drug and alcohol testing (Connect Transit and other Center programs)
- Licensure / website verifications / exclusion lists / background check issues
- HITECH Breach Notification issues
- The Compliance Plan, Compliance Procedures and Business Code of Conduct; Risk and Compliance Annual Assessment; MIS Security Risk Assessment

My signature below indicates approval of the FY2022-2023 Quality Management Plan.

Jamie Travis, Board Chair

Date