



## INVITATION

The Harris Center for Mental Health & IDD is requesting proposals from vendors experienced in providing full-service Property Management Agent Services for The Harris Center's 26-unit Supportive Living Apartments (new development), to be located at 6168 South Loop E., Houston, TX, 77087.

The Harris Center for Mental Health & IDD invites your company to submit a response to this Proposal. If you are interested in submitting a Proposal, please adhere to the **General Instructions and Requirements** as outlined in the enclosed Request for Proposal.

Vendors shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves accordingly.

In accepting Proposals, The Harris Center reserves the right to reject any and all Proposals and to waive any requirements in order to take the action, which it deems to be in the best interest of The Harris Center and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposal, The Harris Center will only release the names of the vendors that have responded to the Proposal. No other information will be released until after The Harris Center's Evaluation Team has evaluated the responses to this Proposals, and an award has been made and approved by Executive staff and The Harris Center's Board of Trustees.

We greatly appreciate your efforts and look forward to reviewing your submission.

# **Request for Proposal**

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## **6168 Supportive Living Apartments- Property Management Agent Services**

**January 2024**

**PROJECT #: 24-280**

**The Harris Center for Mental Health and IDD  
Purchasing Department  
9401 Southwest Freeway  
Houston, Texas 77074**

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# REQUEST FOR PROPOSAL

## SECTION I. OVERVIEW

### BACKGROUND AND OBJECTIVES

**It shall be the Mission of The Harris Center for Mental Health and IDD**, to transform the lives of people with behavioral health and IDD needs.

**It shall be the Vision of The Harris Center for Mental Health and IDD**, to empower people with behavioral health and IDD needs to improve their lives through an accessible, integrated, and comprehensive recovery-oriented system of care.

The Eight Values of the Harris Center for Mental Health and IDD are collaboration, compassion, excellence, integrity, leadership, quality, responsiveness, and safety.

The Harris Center is the state-designated Local Mental Health Authority and Local Intellectual and Developmental Disability (IDD) Authority serving Harris County, Texas. As the largest behavioral and developmental disability care center in Texas, The Harris Center provided care to over 90,000 people in fiscal year 2021 and has an annual budget of over \$280 million.

As part of its mission to transform the lives of people with behavioral health and IDD needs in the third largest county in the United States, The Harris Center provides a full continuum of services at 88 different sites across Harris County. In addition, services are provided in more than 42 different languages as well as sign language in order to better serve what is one of the most diverse and multi-cultural communities in the nation.

By utilizing the unique expertise of its more than 2,500 employees, The Harris Center is committed to meeting the behavioral health and IDD needs of Harris County residents and giving them hope to live to their fullest potential.

The Harris Center is now a Certified Community Behavioral Health Clinic (CCBHC). This accomplishment helps pursue our goal to become the most innovative health system in the country. Being a CCBHC enables The Harris Center to better provide a comprehensive range of mental health and substance use disorder services to vulnerable individuals.

As a key goal of our Agency's Strategic Plan to continuously improve our care quality, we worked tirelessly to achieve Certification by the Commission on Accreditation of Rehabilitation Facilities (CARF). This accreditation is official recognition that an organization is guided by internationally recognized service standards and best practices. The Harris Center received a 3-year accreditation from CARF International for all the programs surveyed.

The Harris Center for Mental Health and IDD invites qualified companies herein after referred to as "Vendor", "Proponent" or "Supplier" to submit responses for: 6168 Supportive Living

Apartments- Property Management Agent Services for the new apartment complex development to be located at 6168 South Loop E., Houston, TX, 77087. The 26-unit apartment complex move-in date is May 1, 2025.



- ❖ 26, one-bedroom ADA compliant apartments with shared laundry facilities
- ❖ Integrated Care Model (Substance Use Treatment, Primary Care and Case Management Services) with onsite staff 24/7

The apartment community will utilize Housing First, an evidence-based model that offers Permanent Supportive Housing (PSD) to individuals experiencing homelessness, who also live with mental illness, SUD, and/or other chronic health conditions. This integrated care model addresses both social determinants of health and behavioral/emotional wellness. The apartment community will include a continuum of support to meet acute and long-term needs in a safe and compassionate environment with multi-functional space to foster connectedness amongst residents.

#### Goals of Permanent Housing Community:

1. To provide a safe, supporting housing environment until the individual has the tools to live in a traditional apartment setting independently.
2. To mitigate barriers to housing that contribute to chronic homelessness, including mental illness, substance use disorders (SUD), and other chronic health conditions.
3. To provide a continuum of support and resources to address acute and long-term needs by using an integrated care model.

**SECTION II. PROPOSAL TIMELINE & EVENTS**

<b>TASK</b>	<b>DATE</b>
Release of Proposal to Prospective Providers	Tuesday, February 13, 2024
Deadline for Question from Vendors	Wednesday, February 21, 2024
Deadline for Responses to questions	Wednesday, February 28, 2024
Proposal Deadline (Submission of RFP Response)	<b>Wednesday, March 6, 2024, 10:00 a.m.</b>
Proposal Opening	Wednesday, March 6, 2024, A public Proposal opening will be held immediately following receipt of Proposals at 10:00 a.m., 9401 Southwest Freeway, Houston, TX 77074
Anticipated Award Date	Upon recommendation and Board approval

### **SECTION III. GENERAL INSTRUCTIONS**

#### **A. Questions**

*Deadline for questions from Vendors: Wednesday, February 21, 2024, by 5:00 p.m., close of business*

*Deadline for Response to Questions: Wednesday, February 28, 2024, by 5:00 p.m.*

All questions concerning the PROPOSAL Specifications must be submitted in writing and emailed or faxed to the following team members:

**Sharon Brauner, C.P.M., A.P.P., Purchasing Manager**

**Ofc: 713-970-7279**

**Fax: 713-970-7682**

**Email: [Sharon.Brauner@theharriscenter.org](mailto:Sharon.Brauner@theharriscenter.org)**

**Cc:**

**Nina Cook, MBA, CTCM, CTCD, Director of Purchasing**

**Ofc: 713-970-7287**

**Email: [Nina.Cook@theharriscenter.org](mailto:Nina.Cook@theharriscenter.org)**

#### **B. Submittal Procedure**

**The Proposal**, subject to all conditions and specifications attached hereto, must be signed by a person or officer of the company submitting a response to this Proposal that is authorized to enter into contractual agreements on behalf of the company. *Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.*

Deadline to submit "**Final Proposal**" is **Wednesday, March 6, 2024 @ 10:00 a.m.** The original signed Proposal, five (5) additional photocopies and a flash drive, should be submitted in a **SEALED ENVELOPE** and delivered to the attention of:

**The HARRIS CENTER FOR MENTAL HEALTH & IDD**

**Purchasing Department**

**Attn: Sharon Brauner**

**9401 Southwest Freeway, Houston, Texas 77074**

**"6168 Supportive Living Apartments- Property Management Agent Services"**

**DO NOT OPEN UNTIL WEDNESDAY, MARCH 6, 2024 @ 10:00 A.M.**

**NO PROPOSAL WILL BE ACCEPTED AFTER THE STATED DEADLINE**

Respondents may mail or personally deliver their response to this Proposal to the Purchasing Department of The HARRIS CENTER at the above address. The HARRIS CENTER will not be responsible for any document(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

**Responses to this Request for Proposal shall include all documentation as requested in the Request for Proposal.**

### **C. Proposal Opening**

**A Public Proposal Opening will be held immediately following receipt of Proposals on Wednesday, March 6, 2024, at 9401 Southwest Freeway, Houston, Texas 77074.**

### **D. Non-Discrimination Policy Statement**

The HARRIS CENTER for Mental Health & IDD does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

### **E. Immigration Reform and Control Act**

The successful vendor shall provide appropriate identification and employment eligibility documents and complete Form W-9 to meet requirements of the Immigration Reform and Control Act of 1986. Vendors are to complete this form and submit with their Proposal documents.

### **F. References and Experience**

All interested parties will be required to **submit with their response to this Proposal** a minimum of three (3) local references where vendors have provided service (within the last year) that pertain to this type of project/service. References shall include **company name, address, telephone number, fax number, contact person, email address of primary contact person, website address** if available. The interested parties must agree to authorize clients to furnish any information required by The HARRIS CENTER to verify references provided, and for determining the quality and timeliness of previous work performed.

Vendor shall submit with their response to this Proposal, documentation of past performance in projects of similar magnitude, resulting in customer satisfaction particularly in the areas of professionalism, contract performance, quality of the personnel, responsiveness, and flexibility, etc.

### **G. PROPOSAL Guarantee/Award Procedure**

It is anticipated that a recommendation for the award will be made no more than sixty (60) days after the **PROPOSAL DUE DATE**. All interested parties are required to guarantee their fees/pricing as an **irrevocable offer valid for one hundred and twenty (120) days after the Proposal due date**. The HARRIS CENTER in its sole and absolute discretion shall have the



right to make an award for any or all items/services listed in this Proposal, shall have the right to reject any and all responses to this Proposal document as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept a response of any one vendor.

#### **H. Permits**

Any and all permits as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the interested parties/vendor/provider.

#### **I. Financial Information**

Vendor must submit a copy of their last financial statement. Include a statement that financial solvency is adequate to meet expenditures for at least one year.

#### **J. Payments**

Vendor/Provider is to submit properly completed invoice(s) to the address specified on the purchase order. To ensure prompt payment, each invoice should indicate a purchase order number, and a description of service provided.

#### **K. Price Adjustments**

Vendor/Provider will be required to honor their proposal prices for the term of the contract period.

#### **L. Historically Under-Utilized Business (HUB)**

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB'S) in contracts for auditing services, (including professional and consulting services). Please submit proof of Historically Underutilized Business "HUB" state certificate and City of Houston M/W/DBE certificate.

If your company is not certified, please submit **Attachment B**, if you intend to subcontract services. If not, write "none" on **Attachment B** and submit it.

#### **M. Minority / Women and /or Disadvantaged Business**

This Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses (M/W/DBE's) in contracts for auditing services, (including professional and consulting services). Please submit proof of state certificate and City of Houston M/W/DBE certificate.

#### **N. Direct or Indirect Assignment**

The successful vendor will not be permitted to directly or indirectly assign rights and duties under the contract without express approval by The HARRIS CENTER.

**O. Form W - 9**

Respondents are to complete Form W-9 and submit with their Proposal documents.  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf> (ATTACHMENT E)

## **SECTION IV. PROPOSAL STIPULATIONS AND REQUIREMENTS**

### **A. Modification or Withdrawal**

Proposal document may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

### **B. Offer and Acceptance Period**

Responses to this Proposal documents must be an irrevocable offer valid for one hundred and twenty (120) days after due date.

### **C. Late Proposal Submittals**

Responses to this Request for Proposal, documents received after the stated deadline shall be deemed late and will not be considered.

### **D. Irregularities**

Except as otherwise stated in this Request for Proposal, evaluation of all responses will be based solely upon information contained in the Vendor's response to this RFP. The Harris Center shall not be held responsible for errors, omissions, or oversights in any Vendor's response to this RFP. The Harris Center may waive technical irregularities, which do not alter the price or quality of the services.

The Harris Center shall have the right to reject RFPs containing a statement, representation, warranty or certification which is determined by The Harris Center and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any RFP.

The inability of a Vendor to provide one or more of the required components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by The Harris Center of the RFP. All responses will be evaluated as a whole in the best interests of The Harris Center.

### **E. Oral or Web Presentations**

Any Vendor that submits a RFP in response to this request may be required to make an oral presentation or a web presentation for further clarification upon The Harris Center's request.

### **F. Amendments to the Proposal**

If it becomes necessary to revise any part of this Proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each vendor via email or faxed amendment.

## **G. Availability of the Proposal**

After opening, each response to this Proposal, except those portions for which a vendor has included a written request for confidentially (e.g., proprietary information), shall be open to public inspection.

## **H. Retention of Proposals**

All responses to this Proposal document considered by The Harris Center and shall become the property of The Harris Center and shall not be returned.

## **I. Notice “Not to Participate” Form**

We ask that the prospective contractor(s)/vendor(s) who respond to this Request for Proposal invitation whether they can or cannot provide products, supplies and/or service(s) outline in this RFP complete the “Not to Participate” form. Vendors who respond to this RFP invitation will remain on our mailing list. Vendors making no response may be removed from our mailing list for future projects. (ATTACHMENT D)

## **J. Incurred Expenses**

The Harris Center shall not be responsible for expenses incurred by a vendor in the preparation and submission of a Request for Proposal response. This provision also includes any costs involved in providing an oral presentation of the Proposal.

## **K. Local Office**

The successful vendor will be required to have a local Houston area office. Preference will be given to vendors with offices which have been established and operational, a minimum of one (1) year prior to this Request for Proposal.

## **L. Term of Contract**

The intent of the Request for Proposal is to award a Manager's duties and responsibilities Agreement for a term of twelve (12) months from the Effective Date (“Initial Term”) The Agreement will automatically renew for two additional twelve (12) month terms (each a “Renewal Term”) thereafter until terminated as provided in the contract sample, **0 TERMINATION** (collectively, the Initial Term and all Renewal Terms shall be referred to as the “Term”).

## **M. Licensure**

The vendor shall submit, with their Proposal, a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: local, state, county, and/or federal.

## **N. Deviation Form**

Each proposal shall contain a Deviation Form, which also contains a vendor commitment to operate within the provisions of this *Request for Proposal* and *Sample Contract*. The purpose of the Deviation Form is to allow a prospective vendor to note any concerns relative to the form or substance of the Request for Proposal or Sample Contract. Please note that the sample and final contract have provisions that are not subject to negotiation. Those provisions are Indemnification, Jurisdiction, Venue and Damage Limitations. Note further that the sample contract includes provisions for submitting a Certificate of Insurance. However, all RFP submittals must include an *Evidence of Insurance Certificate*. A Certificate of Insurance will be requested at the time of final contracting if your RFP is selected. State all deviations in a clear and concise manner. Thereafter, sign the commitment statement notwithstanding any deviations that you submit. The Commitment Statement must be signed by a duly authorized Agent. (ATTACHMENT C)

## **O. Locations**

The HARRIS CENTER has various locations throughout Harris County. The successful vendor should not have geographical limitations.

## **P. Subcontractors**

All provisions and/or stipulations within this Request for Proposal also apply to any authorized subcontractors.

## **Q. Pricing**

Each vendor shall provide responses to “Proposal Reply” page with their posed costs detailed as per the template provided.

## **R. Conflict of Interest Provision**

The conflict-of-interest provision is applicable, in that contractors who develop or draft specifications, requirements, statements of work and/or RFP for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

## **S. Texas Public Information Act**

All information contained in the proposal packet is subject to the Texas Public Information Act (the Act), located in the Texas Government Code, Chapter 552. Any member of the public, including the news media and competitors, may submit an open records request for the information contained in the proposal packet. Subject to the Act, Proposers may protect trade secret and confidential information from public release. All information the proposer believes to be confidential, a trade secret or proprietary information must clearly mark such information in boldface type and include the word “CONFIDENTIAL”, “PROPRIETARY” or “TRADE

SECRET” at the top of every applicable page. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, proprietary information or other confidential documents.

Offerors are cautioned that once a response to a solicitation is opened, all information contained therein will be available to the PUBLIC unless the information is excepted from the requirements of Government Code Section 552 pertaining to Open Records.

The Harris Center for Mental Health and IDD cannot guarantee that it will not be compelled to disclose all or part of any proposal/RFP, since the information deemed to be confidential by the Proposer may not be considered confidential under Texas law or pursuant to a court order. In the event The Harris Center receives a request for portions or all of a proposal/RFP packet marked “confidential”, “trade secret” or “proprietary”, then The Harris Center will forward the request to the office of the Texas Attorney General. The Harris Center will notify the proposer whose proposal is subject to the request. The Harris Center for Mental Health & IDD will assume no obligation for asserting legal arguments on behalf of the Proposer. Proposers are solely responsible for submitting a brief and the documents in issue to the Texas Attorney General. At all times, The Harris Center will comply with the provisions of the Texas Public Information Act as required by State law. The Harris Center must comply with the decision of the Attorney General, including decisions to release information marked “CONFIDENTIAL”, “TRADE SECRET” or “PROPRIETARY”.

## SECTION V. EVALUATION CRITERIA

Not all evaluation factors are equal in importance, and each factor is weighted in accordance with its importance to The Harris Center. Each item has been assessed a percentage upon which the final score will be determined. A total of 100 percentage points for the following items will be considered a perfect score. The following will be significant factors in evaluating responses to this Request for Proposal, but the evaluation will not be limited to these items when making a final recommendation.

A	Overall Program	20%	Indication that the vendor has a well-defined concept and property management structure, including, but not limited to, ability to manage full-service maintenance, repairs and capital improvements, HUD requirements and inspections, tenant selection process, leasing, and capacity (e.g., number of staff that would be dedicated to managing these properties; the total number of properties currently managing) for all components of service desired by The Harris Center.
B	Understanding	15%	Indication that the vendor has Property knowledge and experience with housing vouchers and HUD program specific guidelines, understands the nature of the Corporation services and constraints in providing those services, and that the vendor has thoroughly analyzed The Harris Center needs and requirements.
C	Financial Condition	15%	Include a copy of your latest annual report or other comparable document. As evidenced by the financial information requested of each vendor, indication that the vendor, or vendors, is financially stable and able to provide related services in its entirety.
D	History and Description of Firm	10%	Provide a brief history and description of your firm. The history should include reputation, integrity, and experience. The description should include the size (number of employees) and areas of specialization.
E	References	10%	Provide the names, telephone numbers, emails, and addresses of at least three business references; preferably, from similar not-for-profit entities located in Texas. Particular attention will be given to the quality of the response from references, particularly those in the Houston area and other locations of similar scope and premium value. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.
F	Financial Management	15%	Provide Performance Management storybook of how other properties have been managed to optimize operational efficiencies, for example, inventory of properties gained, and properties lost over a specified

			timeframe, revenue growth and cost control, operational setup, and any grant utilizations.
G	Cost	15%	Final cost may be negotiated with the successful proposer. Cost will only become a determining factor when all other conditions are equal.



## SECTION VI. PROPOSAL CONTENTS

### **Title Page:**

- Name of vendor, local address, telephone number, fax number, e-mail address and contact name.

### **Table of Contents:**

#### **All Proposals must include the following information:**

- Clear identification of information by section and page.
- **List of at least three (3) references**, including contact person, telephone number, fax number and email address.
- A **W-9** must accompany all Proposals.

### **Proposal:**

- Vendor must provide a brief introduction/history of company, including but not limited to ownership, date started business, mission statement.
- Submit pricing structure indicating all applicable fees/rates for the provision of required services.
- Must bear the **original signature** of a principal or authorized officer of the interested party.
- Submission must be legible (typed, written).
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- All Proposal responses must be submitted with one (1) original and six (6) additional photocopies and mailed or delivered in a sealed envelope to The HARRIS CENTER.

### **Additional documents to be submitted:**

- Complete notice "Not to Participate" form (*Attachment D*)
- W-9 Request for Tax Payer Identification number and Certificate (*Attachment E*)
- Submit proof of Historically Underutilized Business "HUB" State Certificate and/or City of Houston M/W/DBE Certificate. (*Attachment B*)
- Deviation Form (*Attachment C*)
- Signature Page: Proposal will not be accepted if this page is not signed by an authorized representative.
- Vendor must submit a copy of their latest financial statement. Include a statement that financial solvency is adequate to meet expenditures for at least one year.
- If your pricing is a government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, TXMAS, Harris County).

**\*\*PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS. \*\***

## **SECTION VII. SPECIALIZED SERVICES TO BE PROVIDED**

The Harris Center's goal is to employ qualified and experienced firm(s) with a good track record of managing smaller properties designated for people with chronic mental illness and substance abuse. The Harris Center would prefer firm(s) with staff that is familiar with this special needs' population and sensitive to their needs. The successful firm(s) must be familiar with all applicable HUD Regulations, Directives, and Program Rules & Guidelines, as well as demonstrate the ability to successfully manage such project(s). Furthermore, successful Provider or Vendor will be responsible for providing full-service management services to ensure each project completely complies with all applicable federal, state, and local laws, regulations, statutes, and filing requirement(s) including but not limited to annual audits, HUD reporting, IRS nonprofit returns, and Corporation request. The properties are subject to Housing Assistance Payments agreements with the U.S. Department of Housing and Urban Development (HUD).

Vendors must comply with Federal Regulations on privacy and confidentiality (HIPAA Regulations) regarding maintaining the privacy of agency consumers' and members' personal health information.

### **SPECIFICATIONS**

Vendor must be capable of demonstrating their ability to successfully administer, manage, lease, and operate the apartment complex in conformity with the draft management plan (Addendum A of the Sample Contract) utilizing on-site property manager job functions (Addendum B of the Sample Contract). Furthermore, Vendor must be able to show their ability to maintain the property's compliance with all applicable federal, state, and local - laws, governance, ordinances, reporting requirements, demonstrating knowledge and experiences dealing with HUD requirements to satisfactorily administer HUD financed and/or funding rules, regulations, and directives. The objectives will include but not be limited to:

1. Provide the firm's property management experience such as their ability to properly manage all aspects of the property which would include but not be limited to maintain acceptable occupancy levels, control costs, full-service maintenance, tenant relations, properly screen and lease units, maintaining site-based waiting list, and provide timely weekly and monthly reporting, etc.
  - a. Lease execution and enforcement, including explaining the lease and all attachments.
  - b. Unit monthly and yearly inspections and turnover, including preparing vacated units for leasing.
  - c. Collection of rent, vouchers, and charges in addition to rent.
  - d. Full-service Capital improvements and maintenance repair of the development and all required supplies and services.
  - e. Full responsibility for hiring/firing of staff, and staff training in accordance with Federal, State, and local laws and company policies.
2. Explain the firm's experiences in dealing with persons with a chronic mental illness and how they intend to work with these special needs individuals if selected to manage one or more of the properties.
  - a. Establish and execute an effective resident plan, including positive customer relations and timely resolution of resident problems.

- b. Uniformly enforce the rules and regulations of the Property in a non-discriminatory manner, with due regard for the health and safety of all tenants, employees, and contractors.
      - c. Partner with the Harris Center clinical team in the coordination and promotion of the clinical supportive services provided by The Harris Center.
- 3. Provide verifiable current experiences in successfully administering and managing HUD financed and /or funded properties with rental assistance contracts. Must be approvable by HUD to be a Management Agent.
  - a. Full fiscal management responsibilities include preparing annual operating budgets, monthly financial reporting and keeping expenses and income within approved budget amounts.
  - b. Submit all required HUD forms promptly and utilize all benefits HUD provides to assist with managing the properties accessing HUD website to take advantage of grants, vouchers, and other city/federal/state/local agencies initiatives.
- 4. Good references from current and past property Corporations and tenants.

**SECTION VIII. PROPOSAL REPLY PAGE**

**6168 Supportive Living Apartments- Property Management Agent Services**

**Proposal Opening: 10:00 a.m., Wednesday, March 6, 2024**

**Contract Period:**

The initial contract period is anticipated for a term of twelve (12) months from the Effective Date (“Initial Term”). The Agreement will automatically renew for two additional twelve (12) month terms (each a “Renewal Term”) thereafter until terminated as provided in the contract sample, 0 (collectively, the Initial Term and all Renewal Terms shall be referred to as the “Term”).

**Rates will be listed in accordance with the Annual HUD Public Housing Management Fee Table for each given year.**

**FOR CONTRACT PERIOD 09/01/24 – 08/31/25**

<u>SERVICES</u>	<u>FLAT RATE</u>
Property Management	\$ _____
Administrative Management	\$ _____

**FOR CONTRACT PERIOD 09/01/25 – 08/31/26**

<u>SERVICES</u>	<u>FLAT RATE</u>
Property Management	\$ _____
Administrative Management	\$ _____

**FOR CONTRACT PERIOD 09/01/26 – 08/31/27**

<u>SERVICES</u>	<u>FLAT RATE</u>
Property Management	\$ _____
Administrative Management	\$ _____

**FOR CONTRACT PERIOD 09/01/27 – 08/31/28**

<u>SERVICES</u>	<u>FLAT RATE</u>
Property Management	\$ _____
Administrative Management	\$ _____

**FOR CONTRACT PERIOD 09/01/28 – 08/31/29**

**SERVICES**

**FLAT RATE**

**Property Management**

**\$ \_\_\_\_\_**

**Administrative Management**

**\$ \_\_\_\_\_**

**SECTION IX. SIGNATURE PAGE**

**REQUEST FOR PROPOSAL**

**6168 Supportive Living Apartments- Property Management Agent Services**

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH RFP/PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST RFP/PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RFP/PROPOSAL OF ANY ONE VENDOR.**

**THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE RFP/PROPOSAL OPENING DATE.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Vendor's Name**

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Number and Street**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**City, State, Zip Code**

( ) \_\_\_\_\_

( ) \_\_\_\_\_

**Telephone Number**

**Fax Number**

\_\_\_\_\_  
**E-Mail Address**

***This PROPOSAL Will NOT Be Accepted If This Page is NOT Signed By an Authorized Representative***

## **SECTION X.     Attachment(s)**

- A. Sample Contract – A sample contract is included for your review (Attachment A). The sample contract included with this RFP is included as a form of reference only. The final contract may or may not be the same at the time of contracting. All respondents must submit an *Evidence of Insurance (EOI) Certificate*. Please note that the insurance standards of the sample contract reflect the minimum requirements for working with The HARRIS CENTER. The insurance requirements may vary depending on the type of services being provided. Agency shall solely determine the required policy types and limits pursuant to underwriter or state requirements. Upon award of the contract resulting from this RFP, the Contractor must be able to meet all minimum insurance requirements and provide a *Certificate of Insurance* to meet the requirements of the approved and accepted contract. Additionally, The Harris Center must be listed as an *Additional Insured* on the *Certificate of Insurance*, along with the proper and required subrogation provision(s). Failure to purchase and maintain the required insurance may result in termination of the contract process. Required insurance must remain in full force and effect throughout the duration of the contract.**

*As an Agency of the State, The HARRIS CENTER does not indemnify or limit damages. Jurisdiction lies in Texas and venue shall be in Harris County.*

- B. HUB Subcontracting Plan (Historically Underutilized Business)**
- C. Deviation Form**
- D. Notice “Not to Participate” Form**
- E. W-9**

**<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

**6168 APARTMENTS PROPERTY MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT (“Agreement”), dated effective as of the \_\_\_\_ day of 2023 (“Effective Date”), by and between **The Harris Center for Mental Health and IDD (the “Owner” or “The Harris Center”)** a Community Center and Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., as amended and (the “Manager”) with offices at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Owner owns and has the right to collect rents and other income from and contract for managerial services for the Property commonly known as 6168 Apartments located at **6168 South Loop East, Houston, TX 77087** and desires to engage Manager to manage and operate the same.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Owner and Manager agree as follows:

**PROPERTY**

**1.01 Property Description.** The property and improvements known as 6168 Supportive Living Apartments, located at 6168 South Loop East, Houston Texas, 77087, and comprised of an aggregate amount of twenty-six (26) apartment units and other common areas and office building, hereinafter called the “Property,” is the only real property subject to the terms of this Agreement.

**TERM OF CONTRACT**

**2.01 Term of Contract.** Manager's duties and responsibilities under this Agreement shall be in effect and continue for a term of twelve (12) months from the Effective Date (“Initial Term”). This Agreement will automatically renew for two additional twelve (12) month terms (each a “Renewal Term”) thereafter until terminated as provided in **ARTICLE V** (collectively, the Initial Term and all Renewal Terms shall be referred to as the “Term”).

**MANAGER’S RESPONSIBILITIES**

**3.01 Management.** Owner hereby engages Manager to, and Manager agrees to and shall, professionally manage, operate and maintain the Property in a highly efficient, reasonable



and quality-satisfactory manner subject to the terms of this Agreement.

**3.02 Fiduciary Duty.** Manager shall serve the best interests of Owner and the Board of Trustees, which oversees the Property (the “Board”). Manager shall act in a fiduciary capacity with respect to the management, protection and accounting of the property and for Owner’s assets relating to the Property. In performing its fiduciary duties, Manager shall, without limiting its other responsibilities:

Make available to Owner the full benefit of its services, including but not limited to, the professional judgment, experience and advice of the Manager and its personnel regarding the policies to be implemented to operate the Property in an utmost professional manner.

Provide monthly and quarterly reports to the Board, as specified and requested by Owner.

**3.03 Independent Contractor.** This Agreement is not one of general agency by Manager for Owner, but rather is one with Manager engaged independently in the business of managing the Property as an independent contractor on behalf of Owner. Nothing herein shall constitute or be construed to be or create a partnership, joint venture, agency, employer - employee or other relationship between Owner and Manager.

**3.04 Manager's Duties.** Manager shall, throughout the term of this Agreement, do all things and take all reasonably necessary action(s) for the management and operation of the Property in accordance with the Management Plan (hereinafter defined) and in compliance with HUD (as defined below) requirements, building codes, zoning and licensing requirements and other requirements of federal, state, county and municipal authorities, including but without limitation:

(a) Manage, operate, maintain and service the Property, the tenants, and supervise the staff in accordance with policies and procedures created by Manager in order to achieve maximum net revenue and enhance the value and quality of the Property. The Parties agree that any and all policies, procedures and other methods of management will be provided to Owner to review prior to implementation of such policies. Owner reserves the right to reject any such policies and procedures of Manager and Manager will put forth its best effort to revise its policies and procedures in accordance with Owner’s requests. These Services include, but are not limited to:

- (1) Hire, train and develop personnel in accordance with all applicable Federal, State, and local laws and Manager policies.
- (2) Establish and execute an effective “Resident Retention Plan”, including strategies to ensure positive customer relations, policies and procedures for common scenarios and timely resolution of resident problems.
- (3) Be available to tenants and Owner on weekdays during regular business hours (8:00 AM to 5:00 PM) and on call at all times (remotely) during non-business hours.
- (4) Consistently and uniformly enforce the rules and regulations and policies and procedures of the Property in a non-discriminatory

manner, with due regard for the health and safety of all tenants, employees, and contractors and any other individuals involved.

- (5) Notify Owner of any necessary staffing changes and receive Owner's written approval prior to proceeding.

(b) Optimize occupancy and net revenues and operate the Property in a cost-effective manner to meet revenue goals as agreed upon with Owner, which shall include, but not be limited to:

- (1) Achieve leasing goals, plans, and execute effective advertising, monitor curb appeal, and ensure vacant units are "market ready."
- (2) Develop competitive marketing data and implement a comprehensive marketing strategy to achieve leasing and revenue goals.
- (3) Submit all required HUD forms promptly and utilize all benefits HUD provides to assist with managing the properties (e.g., manage reserves for capital expenses, taking apartments offline during "make ready" times, accessing HUD website to take advantage of grants and other initiatives).
- (4) Secure other funding sources by submitting applicable grant applications to HUD, the city, federal/state/local agencies for HVAC, green initiatives, etc.

(c) Manage administrative functions, including ensuring that all lease paperwork is complete and accurate, and that all reports and company procedures are followed accurately and timely. Such functions shall include, but not be limited to:

- (1) Accurately recording property income, expenses, and other financial data in accordance with budget and policy guidelines. Manager shall be responsible for daily deposits of income, petty cash, and the safeguarding of all Property funds.
- (2) Travel for daily bank deposits, court eviction actions, supplies and other property-related matters, and attendance at company meetings, training seminars and industry seminars.
- (3) Assist Owner with any month-end closing issues, budget preparation and other matters as requested.

(d) Maintain the Property or cause the Property to be maintained in accordance with local, state and federal laws and regulations, the Management Agreement and in a condition consistent with the Approved Budget, the Approved Capital Improvement Plan and as otherwise reasonably directed by Owner. As part of such maintenance, Manager shall:

- (1) Complete all repairs and preventative maintenance.
- (2) Promptly make Owner aware of Manager's need to perform preventive maintenance and repairs.
- (3) Systematically and promptly receive and investigate all service requests from tenants.

- (4) Follow and supervise maintenance functions and projects, ensuring safe and timely completion.
- (5) Ensure that grounds, buildings, and units are fully operational, safe and attractive.
- (6) Visually inspect grounds, buildings, and units on a regular basis.
- (7) Keep detailed records of all alterations, repairs, and other work performed at the Property.
- (8) Detect, alleviate, and monitor potential liability risks and follow safety procedures.
- (9) Follow procedures in handling property loss, general liability claims and on-the-job employee injuries.
- (10) Notify the Owner by providing seventy-two (72) hours prior to serving an eviction notice.
- (11) Notify the Owner when an apartment is being vacated.

(e) Partner with The Harris Center Clinical Team in the coordination and promotion of the Clinical Supportive Services to be provided by The Harris Center, which shall include, but not be limited to:

- (1) Meeting monthly to review tenant and/or property related concerns, plan community activities and resident social functions, and develop a monthly schedule of events.
- (2) Provide an updated roster of each property to the Clinical Program Director and any Team Lead(s) of the clinical team, as designated by Owner, each quarter and as often as changes occur.
- (3) Notify The Harris Center Clinical Team and Owner immediately of any tenant related psychiatric or medical crisis.
- (4) Coordinate and participate in monthly community meetings at the Property collaboratively.

(f) Take such action at law or in equity in the name of the Owner, which the Manager in good faith deems reasonably and necessary or desirable in connection with routine matters. For purposes of this Agreement, the term “routine matters” as used herein shall not include any matters involving a claim wherein the amount in controversy is more than \$1,000. “Management Plan” shall mean and refer to an annual management plan as may be approved by Owner prior to implementation and from time to time and, which shall include, among other things, the proposed Operating Budget (hereinafter defined in **Section 3.10**) and Minimum Leasing Guidelines (hereinafter defined in **Section 3.07**) for the next calendar year. **Manager shall submit to Owner its proposed Management Plan simultaneously with each Operating Budget and Owner shall approve or disapprove the Management Plan in Owner’s sole discretion in accordance with the procedure for approval or disapproval of the Operating Budget by Owner set forth**

**in Section 3.10.**

**3.05 Employees.** Manager shall always have in its employ enough professional and capable employees to ensure Manager, subject to the terms of this Agreement, is able to properly, adequately, safely and economically manage, operate, and maintain the Property in the highest professional manner. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Manager, and in all respects, Manager is the employer of such employees. Owner shall not interfere with or have any right to discharge any employee of Manager.

**3.06 On-Site Manager.** Manager shall employ at least one individual whose primary responsibility is to manage and operate the Property, on-site, pursuant to this Agreement (the “On-Site Manager”). Subject to and in furtherance of Manager’s duties and responsibilities set forth in this Agreement, the On-Site Manager shall have the duties set forth on **Addendum “B”** attached hereto.

**3.07 Leasing.** The standard lease form provided by the U.S. Department of Housing and Urban Development (“HUD”) with respect to the HOME Investment Program is to be used exclusively by Manager regarding the terms of this Agreement. Manager shall execute leases in the name of the Property. In no event shall Manager execute any lease (or any renewal or extension thereof) with terms and conditions which vary from those set forth in the Minimum Leasing Guidelines or for a lease term in excess of twelve (12) months.

Manager represents and warrants that it is familiar with all applicable HUD laws and regulations and will maintain all necessary HUD certifications and all other requirements. Manager shall make every reasonable effort to obtain and keep tenants for the Property. Manager shall, to the extent the Manager deems necessary in its sole discretion, procure references from prospective tenants, investigate such references, and use its best professional judgment in the selection of prospective tenants. If needed, the Manager will cooperate with any broker or agent in any manner likely to aid in successfully filling any vacancy. Leasing Commissions to third parties will be paid from the Operating Account (hereinafter defined in **Article IV**).

Manager shall include within the terms of the Operating Budget a proposed set of minimum leasing guidelines (which, as they may be approved from time to time, are referred to herein as the “Minimum Leasing Guidelines”) listing minimum monthly rental amounts based upon the terms of such leases for the various types of apartment units in the Property, and any rent concessions or other inducements to obtain tenants requested by Owner. Said Minimum Leasing Guidelines shall incorporate and comply with the requirements of Section 42 of the Internal Revenue Code. Approval of Manager's proposed Minimum Leasing Guidelines shall be made, if at all, by approval of the Operating Budget as described in **Section 3.10** hereof.

**3.08 Advertising.** Upon request of Owner, Manager shall recommend an overall advertising program identifying any special promotional materials to be developed for promotion of Property. After approval by Owner, Manager shall supervise the preparation of advertising layouts, brochures, campaigns, and model apartments. Advertising expenses are to be paid from the Operating Budget. Manager shall not use Owner's name in any advertising or promotional

material without Owner's prior express written approval.

**3.09 Collection of Rents and Other Income.** The Manager shall diligently collect all rents, sums, late charges and other owed and allowed fees from any tenant, licensee, concessionaire, or other responsible party or entity, due in connection with the use of the Property. Manager shall also collect income due to Owner from miscellaneous services, if any, provided to tenants or the public including, but not limited to, parking income, tenant storage, and all coin-operated machines. The Parties agree to mutually collaborate and agree to a comprehensive list regarding Collections after execution of this Agreement. All money collected shall be timely deposited in the Operating Account.

**3.10 Approved Budgets.** Manager shall, within forty-five (45) days after commencement of its duties at the Property, prepare and submit to Owner a proposed budget for the promotion, operation, repair, maintenance, and capital improvement of the Property from the date hereof through August 31. Each subsequent proposed budget shall cover Owner's fiscal year and shall be submitted to Owner sixty (60) days prior to the end of the Owner's fiscal year. Owner shall, within forty-five (45) days after receipt of Manager's proposed budget, approve or disapprove such proposed budget in its sole discretion. Owner shall provide Manager written notice of its approval or disapproval; provided that in the event Owner fails to do so, the budget from the previous year shall control until a new budget is approved. Within fifteen (15) days after Owner submits any objection to Manager's proposed budget, Manager will submit a revised budget to Owner. If Owner does not approve the revised budget within fifteen (15) days of its submission to Owner, the budget from the previous year shall control until a new budget is approved. The budget from time to time in effect is herein referred to as the "Operating Budget".

The Proposed "Operating Budget" shall include:

(i) An official marked statement of all revenues estimated to be derived from the Property under all leases, all sums receivable in lieu thereof including, but not limited to, insurance proceeds payable because of business interruption and damages payable in lieu of rent, and all advances, estimated by Manager to be required to balance the budget ("Estimated Gross Receipts"); and

(ii) An official marked statement of the following estimated costs and expenses regularly incurred in building operation ("Estimated Property Expenses") as agreed upon by Owner and modified as Owner deems necessary from time to time:

(a) All costs and expenses to be incurred by or on behalf of Owner in connection with the management, operation, maintenance, or repair of the Property, including, but not limited to:

(1) All sums payable under building service contracts, including, but not limited to, agreements related to air conditioning and heating, general cleaning, utilities, elevator servicing, refuse removal, grounds and plant maintenance, parking services, pest control, security, telephone, window cleaning, and similar services; and

(2) All other charges, costs and expenses of a regular nature for services and supplies provided to or for the benefit of the normal operation of the Property.

(b) Periodic payments required for debt service of Mortgages that may encumber the Property from time to time.

(c) A statement of the following costs and expenses of an extraordinary nature (“Extraordinary Expenses”):

- Estimated costs and expenses to be incurred in connection with the provision of tenant improvements, if applicable, or any other capital improvements.
- Estimated sums payable as commission, including commissions which may be paid to outside or cooperating brokers, or other charges of a similar nature anticipated to be paid in connection with the procurement of revenue from the Property.
- Projected costs due to lack of reimbursement for claims under any policy of insurance covering the Property or cost arising from or under any guarantee, warranty, bond or other contract relating to the Property as may be known at the time of budgeting.
- Costs and expenses to be incurred at the direction of the holder of any Mortgage affecting the Property or the issuer of the Insurance covering the Property; as the Mortgage and such Insurance, by contractual agreement, may require and as approved by Owners.
- Estimated costs and expenses, to the extent known at time of budgeting, to be incurred pursuant to the order or direction of any state, federal or municipal authority having jurisdiction.

(iii) An officially marked schedule of “Minimum Rents” pursuant to the current retention roll.

(iv) Leasing assumptions including, without limitation, a comprehensive market study, marketing materials and demographic information, applicable set aside limits and utility allowance expectations.

Any other information required to be included in the Property Budget.

Manager is not authorized to make any expenditure which is not included in the Operating Budget, nor exceed a projected expenditure payment by \$1000.00 per month, the amount allocated for any budget category in the Operating Budget, unless otherwise authorized prior to such expenditure in writing by Owner, or explicitly authorized by this Agreement. All expenditures must be allocated to the proper budget category line item as specified in the

Operating Budget. Manager shall have the opportunity to obtain Owner's ratification of any expenditure exceeding the amount allocated for any budget category by submitting a written report of such expenditure to Owner and demonstrating the validity of such expense.

**3.11 Repair and Maintenance Expenditures.** All repair and maintenance expenditures are to be made in the name of Owner. However, **no single expenditure made for these purposes shall exceed \$1,000 without Owner's prior written authorization; unless** such expenditure was specifically identified in the then approved Operating Budget. Repairs and maintenance expenses are to be paid from the Operating Account. In cases of emergency, the Manager may make expenditures for repairs, which exceed \$1,000 without prior written authorization if it is necessary, in the reasonable judgment of Manager, to prevent immediate material damage to the Property or injury to persons. Manager shall immediately notify Owner of any such emergency expenditures and the amount thereof.

**3.12 Service Contracts.** Manager shall negotiate and execute all service contracts for water, electricity, gas, trash removal, telephone, television, vermin or pest extermination, landscaping and lawn service and any other services necessary to properly maintain the Property. Each such service contract (except for utility and utility-like contracts) shall: (a) include a provision for cancellation thereof by Owner or Manager upon not more than thirty (30) days written notice, and (b) be subject to bid under the procedure specified in **Section 3.13** if requiring monthly payments in excess of \$2,500. All service contracts shall be paid from the Operating Account. No contract shall exceed one (1) year without prior written approval from Owner.

All rebates, discounts or commissions that relate to the purchase of supplies or the rendering of Services for the Property, including those arising out of utility and utility-like services to the Property, shall inure solely to the benefit of the Property. All such rebates, discounts and commissions collected by the Manager or credited to Manager's use that relate to the purchasing of supplies or the rendering of services for the Property shall be deposited into the Operating Account of the Property.

**3.13 Capital Expenditures.** The Operating Budget shall not constitute an authorization for the Manager to expend any amounts approved therein for capital expenditures. Owner shall be solely have sole authority in procuring all capital improvement projects for all property services. Manager agrees to provide thirty (30) days written notice to Owner regarding any *necessary* Capital Expenditures and/or engagements.

**3.14 Special Requirements.** Regarding any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority, or any other governmental body having jurisdiction over the Property, Manager shall immediately, but no less than within two (2) days, notify Owner of such matters, and Owner shall solely manage such affairs unless otherwise agreed upon.

**3.15 Confidentiality of Records of Individuals Served by this Agreement.** Contractor agrees to comply with all applicable federal, state and local Confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 regulations ("HIPAA"), the requirements of are included in the Business Associate

Attachment **Addendum C** if applicable to Services provided. The Business Associate Agreement identified as **Addendum C** is incorporated by reference into this Agreement.

In accordance with HIPAA (all of these regs fall under HIPAA), Public Law 111.005, Tex. Health and Safety Code (Chapter 181 and 611) and Confidentiality of Substance Abuse Use Disorder Patient Records (42 C.F.R. Part 2):

- (a) Contractor agrees and acknowledges that in receiving, using, storing, processing, or otherwise dealing with Consumer information, which may include Protected Health Information (“PHI”) as defined under HIPAA or Personally Identifiable Information (“PII”), accessed or generated during the provision of Services by Contractor for Provider, that Contractor and its officers, employees, agents and subcontractors are bound by the provisions of all applicable laws, statutes and regulations protecting the confidentiality and use of this information.
- b) Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.
- (c) Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding protected Consumer information, if any, with particular reference to PII or PHI as those terms are defined under HIPAA, which includes, but is not limited to, Consumer’s name, date of birth, social security number, address, medical record, graphs, or charts; statements made by the Consumer, either orally or in writing, while receiving Services; photographs, videotapes, etc., and any acknowledgment that a person is or has received services at the facility, center, or other designated Contractor.
- (d) Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. Contractor agrees to inform the Provider of any attempts to gain access to information pertaining to Consumers.
- (e) Contractor agrees to immediately notify Provider in writing of any use or disclosure of PHI not provided for by this Agreement of which it becomes aware or should be aware, as well as to mitigate, to the extent practicable, any harmful effects that it is aware of that results from a use or disclosure of PHI by it in violation of the requirements of this Agreement.
- (f) Contractor agrees to make available to both Provider and the Texas Secretary of State or its designee its internal practices, books, and records and policies and procedures or those of Provider used by Contractor related to the use and disclosure of PHI for the purpose of determining Contractor’s compliance with the HIPAA.
- (g) Contractor agrees to maintain documentation of any and all pertinent and legally required information related to its uses and disclosures of PHI to ensure Provider is able to provide an accounting of disclosures as defined and required by 45 C.F.R. §164.528.
- (h) Contractor acknowledges that Provider is not permitted to enter into any agreement(s) with any other contractors to create, receive, maintain, use, disclose,



have access to or transmit Confidential Information, including but not limited to PHI and PII, on behalf of and for the benefit of Provider without first receiving an executed copy of a Subcontractor Business Associate Agreement Form, **which Contractor must request from Provider prior to engagement of any services with subcontractors**, which ensures that Contractor (and all subcontractors) will comply with the all terms, conditions, safeguards and restrictions contained in the Agreement and the BAA.

## **FINANCIAL REPORTING AND RECORD-KEEPING**

**4.01 Operating Bank Account.** Accounts established and maintained in connection with the operation of the Property (collectively, the “Operating Account”) shall always be at institutions designated or approved by Owner and maintained under the name of the Property (and in a manner to indicate the custodial nature thereof). Manager, subject to Owner's prior written consent, shall have the right to designate those persons who may draw on the Operating Account only for proper purposes as authorized in performance of this Agreement. All operating expenses of the Property and any other payments pertaining to the Property as required by the terms of this Agreement shall be paid from the Operating Account as funds are available. Owner shall retain full legal rights to control said accounts, including the right at any time and from time to time, to designate other and additional agents and authorized signatures with respect to such accounts and to delete all agents and authorized signatures with respect to said accounts.

**4.02 Insufficient Operating Funds.** Manager shall request from Owner in writing to advance additional funds if funds in the Operating Account are not sufficient to cover all operating expenditures or any other payments relative to the Property as required by the terms of this Agreement. Provided that the Owner does not dispute the request for additional funds, Owner shall, within ten (10) days, deposit the requested amount into the Operating Account.

**4.03 Books of Accounts.** Manager shall maintain separate books and records for the Property, the entries of which shall be supported by documentation sufficient to ascertain that said records are being kept in accordance with generally accepted accounting principles and applied consistently. Such books and records will be maintained by the Manager at Manager’s address and will be available for examination and photocopying by Owner during regular business hours. The Manager shall ensure such control over said accounting and financial transactions as is reasonably required to protect Owner’s assets, relating to the Property, from theft, error or fraudulent activity on the part of Manager’s associates or employees. Ownership and physical possession of such books and records shall pass to Owner upon termination of this Agreement.

**4.04 Account Classification.** Manager shall provide a chart of accounts for accounting purposes that shall be reasonably acceptable to Owner.

**4.05 Accounting Period.** The Manager shall maintain accounting records on a calendar year basis unless Owner directs otherwise.

**4.06 Financial Reports.** The Manager shall furnish monthly to Owner all records of

the Operating Account and such other monthly reports of collections, disbursements, and accounting matters, as Owner shall reasonably require. These reports must be received by Owner no later than the fifteenth (15th) day of each month following the month reported and shall be certified as true and correct by an authorized officer of Manager.

**4.07 Supporting Documentation.** To support the monthly financial reports, Manager shall maintain at Manager's premises copies of the following, which shall be available for Owner's inspection during regular business hours:

- (a) Monthly applicant recap, including wait list with changes
- (b) Balance Sheet
- (c) Budget Comparison with adjustments
- (d) Trailing 12 Income Statement
- (e) 12 months actual to budget
- (f) General Ledger for the month
- (g) All bank statements, bank deposit slips and canceled checks
- (h) Comprehensive bank reconciliation
- (i) Detailed cash receipts records
- (j) Summaries of adjusting journal entries
- (k) Supporting documentation for payroll, payroll taxes and employee benefits
- (l) A summary showing the number of apartments units leased and occupied during the previous month, the total number of vacancies, the security deposits and the rental rate set forth in each lease.

**4.08 Distribution of Net Operating Income.** Manager shall retain a reserve for reasonably anticipated contingencies that shall remain in the Operating Account.

**4.09 Owner's Right to Audit.** Owner shall have the right, from time to time and its sole discretion, to conduct examinations and/or audits of the books and records maintained by Manager for Owner. Should Owner's employees or appointees discover any discrepancies in internal control or errors in record keeping, Manager, at its sole cost and expense, shall immediately take action, with up to fifteen (15) days to correct such errors or discrepancies upon discovery, and Manager shall inform Owner in writing of the action taken to correct such audit discrepancies. All such audits conducted either by Owner's employees or appointees will be at the sole expense of Owner.

## **TERMINATION**

**5.01 Termination By Notice.** Owner may terminate this Agreement at any time and for any reason, or no reason, by giving Manager at least thirty (30) days written notice of such termination. Upon such termination, neither party hereto shall have any further rights, duties, or obligations under this Agreement to the other party; provided, however, such termination shall not affect or impair any right, duty or obligation which has accrued to either party prior to the effective date of such termination.

**5.02 Termination by Order of HUD.** It is understood by all parties that HUD may require Owner to terminate this Agreement:

- (a) Immediately, in the event a default under a Mortgage, Note, Regulatory Agreement, or Subsidy Contract attributable to Manager occurs.
- (b) Upon 30-days written notice to Owner or Manager; or
- (c) When HUD takes over as Mortgage Insurance Premium.

If HUD terminates the Agreement, the Owner will promptly make arrangements for providing management satisfactory to HUD. HUD's rights and requirements will prevail in the event this Management Agreement is in conflict.

**5.03 Termination on Sale.** Notwithstanding anything to the contrary contained herein, the Owner may terminate this Agreement upon the sale of the Property or upon termination of Owner's right to collect the rents therefrom. In connection with any sale by Owner, Manager shall provide Owner the following accounting with respect to the sale of the Property:

- (a) Listing of tenants, the beginning date and termination date of their leases, their security deposits and a summary of rents payable by them, current to the date one day prior to the sale.
- (b) Listing of rents received, current to the date one day prior to the sale.
- (c) Listing of disbursements made, current to the date one day prior to the sale.
- (d) Listing of estimated unpaid accounts, current to the date one day prior to the sale.
- (e) Such other documentation and information as the Owner may reasonably request.

**5.04 Casualty or Condemnation.** If the Property or any portion thereof shall be damaged or destroyed at any time or times during the term hereof by fire, flooding, casualty or other cause, or should any portion thereof be condemned or otherwise taken (whether by private deed in lieu of condemnation or otherwise), Owner may, but shall not be obligated to, repair, rebuild or replace the same. If Owner elects not to so repair, rebuild or replace the Property it may, notwithstanding any contrary provision contained herein, immediately terminate this Agreement.

**5.05 Final Accounting.** Upon termination of this Agreement by either party under the provisions of this **Article V**, Manager will estimate funds required to pay all obligations incurred by the Property or to be incurred by the Property through the termination date and which are budgeted in the Operating Budget. Additionally, Manager will submit written notification to Owner of estimated funds required to meet all obligations through the termination date. Owner shall agree to pay to Manager within thirty (30) days of termination any sums that are due and payable to Manager pursuant to the terms of this Agreement.

Upon termination of this Agreement for any reason, Manager agrees to provide full cooperation and assistance to Owner and the new manager as designated by Owner to assure a smooth and efficient transfer of the management of the Property, and Manager shall deliver to Owner the following with respect to the Property:

- (a) A complete accounting of all financial matters, including within thirty (30)

days of termination a final accounting, reflecting the balance of income and expenses on the Property as of the date of termination.

- (b) A transfer of all bank accounts and all deposits and funds controlled or held by the Manager with respect to the Property.
- (c) A complete status report regarding all ongoing matters related to the management of the Property.
- (d) All the items referred to or described in Section 4.07 hereof.
- (e) Operating statements of the Property up to and including the date of termination.
- (f) Written confirmation of termination of this Agreement and of the Agency status of Manager with respect to the Property in form reasonably requested by Owner.
- (g) All books and records related to the Property including all original bank statements, contracts, leases, receipts or deposits, unpaid bills and other papers or documents that pertain to the Property.
- (h) Any other items reasonably requested by Owner.

## DEFAULT

**6.01** Default, each of the following events shall constitute an event of default by the party in respect of which such event occurs:

(a) The failure of either party to pay any amounts required to be paid by said party under the terms of this Agreement, subject to funds being available, to perform any of its obligations, covenants, undertakings or conditions under this Agreement, with such breach remaining uncured for a period of ten (10) days after the date on which written notice of the failure has been given to the defaulting party by the other party.

(b) The filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy or similar creditor relief law.

(c) The consent to an involuntary petition in bankruptcy or the failure by such party to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition.

(d) The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating such party as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee, conservator or liquidator of all or a substantial part of such party's assets, if such order, judgment or decree shall continue unstayed and in effect for a period of one hundred twenty (120) consecutive days.

(e) Theft, fraud, or other known or intentional misconduct by Manager or its employees or agents.

(f) Any termination under Section 5.02 (a), (b), or (c).

**6.02 Rights of Non-Defaulting Party.** Upon occurrence of any event of default pursuant to **Section 0** hereof which is not cured within any cure period allowed therein, the non-defaulting party may at any time thereafter, without prejudice to any other remedy which it may have, terminate this Agreement by providing ten (10) days' written notice of termination to the other party.

## **AFFILIATES**

**7.01 Affiliates.** In no event shall Manager contract with any of its affiliates (if any) for the provision of goods or services to the Property without prior disclosure to Owner and receipt of prior written consent from Owner, nor at costs greater than those charged by unaffiliated entities or parties for the provision of the same or substantially similar goods and services. If and when Manager proposes to contract with any of its affiliates, it shall notify the Owner in writing at least thirty (30) days prior to the proposed contract with its affiliate. Owner acknowledges that Manager shall review and approve all new and re-certification resident files.

Owner acknowledges and agrees to pay Manager the then-contracted rate for these services. Owner shall not be bound to use Manager's Compliance Division if Owner uses another compliance company acceptable to Manager.

## **COMPENSATION**

**8.01 Compensation.** Manager's compensation for management of the Property shall be \$\_\_\_\_\_ calculated pursuant to the HUD Management Fee Schedule. The compensation will be calculated at the end of each month and will be considered an expense of that month. Notwithstanding anything contrary in the Agreement or Addendum, management fees will be computed and paid according to HUD requirements.

## **INSURANCE**

**9.01 Manager's Insurance.** Manager at its expense will furnish to Owner at all times certificate(s) evidencing that Manager has in force Worker's Compensation in compliance with statutory law and Employer's Liability with limits of not less than \$1,000,000; Professional Liability with limits of not less than \$2,000,000 maintained for at least two years post contract termination; Commercial General Liability covering including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate on a Primary and Non-Contributory basis; Automobile Liability with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; Excess Liability or Commercial Umbrella with limits no less than \$5,000,000 per occurrence and \$5,000,000 policy aggregate; Commercial Crime Coverage including Third-Party coverage and Loss Payee status for Owner which includes, but is not limited to \$1,000,000 in loss due to Employee Dishonesty, Forgery or Alteration, Funds Transfer Fraud and Computer Fraud. The certificates shall have attached thereto policy endorsements that Owner will be given at least sixty (30) days prior written notice

of cancellation, or any material change in coverage.

With exception of Workers' compensation, the Owner, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds on the Commercial General Liability and Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including services and operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

For any claims related to this contract, the Contractor's General Liability insurance coverage shall be primary and non-contributory coverage as respects the Owner, its officers, officials, employees, agents and volunteers.

Manager shall not allow any employees or agent to drive a motor vehicle in connection with the performance of any duties under this Agreement unless and until the employee has provided proof of liability insurance and Manager is in possession of such proof and has received prior written consent from Owner.

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which insurer of Contractor shall provide to Owner in any loss or General Liability or Auto Liability claim. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors.

If any coverage required is written on a claims-made coverage form the retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period or tail coverage for a minimum of two (2) years after completion of contract work.

Contractor shall furnish the Owner with original certificates and association amendatory policy endorsements with the applicable insurance requirements and language effecting coverage required above. All certificates and policy language or endorsements are to be received and approved by the Owner before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements on request.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

**9.02 Vendor Insurance.** Manager will only do business with vendors who have adequate liability insurance and workers compensation coverage who have provided a current certificate of insurance to Manager before any work proceeds.

## NOTICES, ETC.

**10.1 Notices.** All notices, demands, lists, schedules, consents and reports provided for in this Agreement shall be deemed to have been properly given if in writing and given to the Owner or Manager at the address set forth below or at such other address as they respectively may specify thereafter in writing:

**OWNER:** The Harris Center for Mental Health & IDD  
Wayne Young, Chief Executive Officer  
9401 Southwest Freeway  
Houston, Texas 77074

**MANAGER:** [NAME] [Name, Title]  
[Address]  
[City, State and Zip]  
]Phone Number]  
[contact email address]

Any notice which either party shall be required or permitted to make or give under this Agreement shall be deemed to have been properly given if in writing and shall be deemed to have been sufficiently made or given on the earliest to occur of (i) the date of personal delivery, (ii) the next business day after the date of delivery to a reputable commercial overnight carrier (such as Federal Express or United Parcel Service) for overnight delivery, with return receipt requested, or (iii) the date of receipt, if deposited into the United States Mail, registered or certified, return receipt requested, provided that the date shown as the delivery date on any delivery receipt shall be deemed to be the date of actual delivery.

**10.02 No Assignment.** The Manager may not assign its rights or obligations hereunder without the prior written consent of Owner. For purposes of the foregoing, Manager shall be deemed to have attempted to assign its rights hereunder upon the occurrence of (i) any merger or consolidation wherein Manager is not the surviving corporation, or (ii) a sale of voting stock or other transfer which results in a change in control of the management and operation of Manager, provided that control shall mean control in fact whether or not majority share voting interest control is held.

**10.03 Consents and Approvals.** All consents, approvals, and notices required or permitted hereunder shall be deemed to have been properly given if in writing and signed by the party charged with the obligation, right or privilege of granting such consent, approval or notice.

**10.04 Amendments.** except as otherwise provided herein, all amendments, additions or deletions to this Agreement shall be null and void unless formally approved by Owner and Manager in writing.

**10.05 Representations.** The Manager represents and warrants that it is fully qualified and licensed, to the extent required by law, to manage real estate and perform all obligations assumed by Manager under all applicable laws, regulations and the terms of this Agreement. Manager agrees to comply with all such laws now or hereafter in effect.

**10.06 Indemnification.**

A. **Manager shall defend, indemnify and hold Owner harmless from and against any and all losses, liabilities, damages, claims, demands, judgments, orders, fines, penalties, back-pay awards, costs and expenses (including without limitation, court costs and experts' and attorneys' fees) to the extent arising by reason of any act or omission of Manager or any of its affiliates which is negligent, tortious, in violation of, or outside the scope of Manager's authority as provided herein. In addition, Manager shall defend, indemnify and hold Owner harmless from and against any and all losses, liabilities, damages, claims, demands, judgments, orders, fines, penalties, back-pay awards, costs and expenses (including without limitation, court costs and experts' and attorneys' fees) to the extent arising by reason of any act or omission of the Manager, any of its affiliates, employees, agents or invitees, that arise under any local, state or federal rules, regulations, statutes or laws relating to any type of environmental liability.**

B. **Manager shall obtain broad form blanket contractual liability coverage for all work conducted by contractors or consultants. In addition, Manager shall incorporate into all contracts for the Property a provision setting forth that the contractor or consultant shall perform all work in accordance with the applicable environmental laws and shall indemnify Owners and Managers against any and all claims connected with any personal injury, bodily injury, property damage, or any other damages arising out of the failure of such contractor or consultant to comply with environmental laws ("Contractor Indemnity"). If Manager is unable to successfully negotiate broad form blanket contractual liability insurance coverage and the inclusion of the Contractor Indemnity with a specific contractor or consultant, Manager shall be required to negotiate with up to three separate contractors or consultants. If the Manager is still unsuccessful, it shall ask for the guidance of the Owner's Risk Management Department.**

**10.07 Compliance with Building Regulations.** Manager will notify the Owner promptly and forward to the Owner promptly any complaints, warnings, notices or summonses received by it relating to compliance of any building on the Property or any equipment therein with the requirements of any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction. In no event shall Owner be liable to Manager, or any of its agents, employees, contractors or representatives, for any loss, cost, damage or expense now or hereafter suffered or incurred as a result of, directly or indirectly, the condition of the Property or any improvements now or hereafter located thereon or therein.



**10.08 Compliance with Equal Opportunity and Fair Housing Laws.** Manager shall fully comply with any Equal Opportunity or Fair Housing law, statute, ordinance or regulation.

**10.09 Compliance with Section 42 of the Internal Revenue Code.** Manager shall fully comply with all of the requirements of Section 42 of the Internal Revenue Code (see Addendum "A".)

**10.10 HUD Rights and Requirements.** Manager and Owner agree that the rights and requirements of HUD will prevail in the event a conflict exists between the Management Agreement and HUD's rights and requirements.

**10.11 Compliance with Addendum A, A-1 B and C.** The Manager agrees that the management of the community subject to this Agreement shall at all times be consistent with the guidelines as attached to this agreement as Addendum A, Addendum A-1, Addendum B, and Addendum C.

**10.12 Complete Agreement.** This Agreement together with all Addendums and Exhibits attached hereto and made part hereof, supersedes and takes the place of all previous agreements entered into between Owner and Manager. This Agreement shall be binding upon and inure to the benefit of Owner and Manager, and their respective successors and assigns (if permitted hereby).

**10.13 Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and fully performable in Harris County, Texas. The Parties agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Harris County, Texas,

## **HUD REQUIRED LANGUAGE**

**11.01 Management.** Owner shall provide management of the Property in a manner deemed acceptable to HUD. At HUD's sole discretion, HUD may require replacement of the management under any circumstances set forth in clause 11.02(d) pursuant to applicable HUD Program Obligations ("Program Obligations"), in which case Owner shall immediately provide for management satisfactory to HUD. Owner shall execute a management agreement or other document outlining procedures for managing or operating the Property.

Such an agreement or document must comply with Program Obligations. Owner and management agent shall submit and maintain a current management certification in accordance with Program Obligations.

**11.02 Required Provisions.** The following provisions are contained in this agreement:

- (a) HUD's rights and requirements prevail in the event of any conflict with the terms of the management agreement.
- (b) The management agreement shall not be assigned without the prior written approval of HUD.
- (c) Management fees will be computed and paid in accordance with HUD requirements.

- (d) HUD may require Owner to terminate the management agreement:
  - i. immediately without penalty in an Event of Default occurs under the Security Instrument, Note, or Regulatory Agreement;
  - ii. upon thirty (30) days written notice to Owner and Management Agent, for good cause; or
  - iii. immediately without penalty when HUD takes control of the Mortgaged Property pursuant to its rights under the loan documents as mortgage in possession.
- (e) If the Borrower terminates the management agreement pursuant to a request from HUD, the management agent must immediately turn over to Borrower all the cash, accounts, deposits, investments, and records pertaining to the Mortgaged Property.
- (f) Owner may terminate the management agreement for cause with no more than a thirty (30) day notice period.
- (g) The Management Agreement shall not exempt the Management Agent from liability for damages, injuries or losses. This includes all "hold harmless" provisions, such as parties holding each other harmless except in the case of willful misconduct/gross negligence. Allowing Management Agent to be held harmless for all breaches of the standard of care less than willful misconduct/gross negligence is against HUD policy (such an exemption would allow a Management Agent to be held harmless for negligence).

IN WITNESS WHEREOF, Owner and Manager have executed this Agreement effective as of the day and year first written above.

**OWNER**

**MANAGER**

The Harris Center for Mental Health & IDD

[NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Wayne Young

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

## **Addendum A**

### **6168 Apartments Management Plan**

#### **STATEMENT OF PURPOSE AND PHILOSOPHY**

**To fulfill affordable housing needs with quality, clean, decent and safe housing by providing such through prudent management practices in compliance with federal non-discrimination regulation and in compliance with tax credit and Applicable Affordable Housing restrictions.**

#### **Summary of Apartment Management Services**

Manager will provide apartment community owners with service in the following areas:

1. Advertise, market, and lease apartments using the Federal Fair Housing Guidelines and Affirmative Marketing techniques to reach applicants least likely to apply.
2. Develop and implement community rules and regulations.
3. Hire and train management, maintenance and leasing teams.
4. Provide staff with operating directives and systems.
5. Ensure rental rates and deposits are compatible with market and within the guidelines of each program used to finance the premises.
6. Comply with all local state and federal Fair Housing laws.
7. Maintain the Premises with quality and decent, safe housing.

Manager will operate utilizing their Policy and Procedure Manual and their Affordable Housing Policies and Procedures Manual. Most importantly the Premises will be managed to meet all guidelines and restrictions defined in the Regulatory and Operating Agreement.

*We are pledged to the letter and spirit of the United States policy for the achievement of equal housing opportunities throughout the United States. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, sex, age, religion, color, familial status, national origin or handicap. This community will comply with state and federal fair housing and anti-discrimination laws.*

Revised 8/75/17

*Compliance with Federal Fair Housing, anti-discrimination laws and other compliance issues.*

- It is the intent of Manager and Owner to comply with state and federal fair housing and anti-discrimination laws.
- Any minimum income requirement for Section 8 participants will only be applied to the portion of the rent the prospective resident would pay, provided however that if Section 8 pays 100% of the rent for the unit Manager and/or the Owner may establish other reasonable minimum income requirements to ensure that the tenant has the financial resources to meet daily living expenses. Minimum income requirements for Section 8 participants will not exceed the lesser of the minimum income requirements being applied to all other applicants or 2.5 times the portion of rent the tenant pays.
- All other screening criteria, including employment policies or procedures and other leasing criteria (such as rental history, criminal history, etc.) will be applied to applicants uniformly and in a manner consistent with the State and Federal Fair Housing Acts, Applicable Housing Requirements, Texas Department of Housing and Community Affairs, and Section 42 of the Code.

## **COMMUNICATIONS**

1. Frequent verbal/written communication with Owner.
2. Provide necessary marketing plans and coordinate with Owner.
3. Provide tier level communications for resolution of resident and employee concerns or grievances.
4. Provide ongoing communication with the Housing Authority in regard to Applicable Affordable Housing tenants, reporting, waiting lists, and compliance issues.
5. Provide periodic reporting to the compliance agency for Texas Department of Housing and Community Affairs.
6. Frequent verbal/written communication with employees, maintaining and communicating procedural changes to Manager's Policies and Procedures Manual.

## **MANAGEMENT AND TENANT SELECTION**

1. Maintain regular office hours. For example, Monday-Friday 8:30-5:30
2. Administer lease terms and community policies and procedures.
3. Maintain satisfactory customer relations with residents.
4. Manage and communicate with staff for optimum performance.
5. Train the staff on fair housing policies and procedures, as well as Manager's Policies and Procedures.
6. Inspect common grounds and areas for repairs or deficiencies.
7. Inspect vacant units for make-ready status and for quality assurance.
8. Inspect occupied units for high quality standards initially upon move-in and not less than twice annually.

9. Maintain records of lease files with all appropriate documentation of income qualifying status to support the move-in and recertification.
10. Manager's Qualifying Standards and the Tenant Selection Plan as attached in Addendum C will be used to initially qualify the tenant in addition to verification of income for the household. If at any time during the verification of the applicant's status, management finds that the applicant does not meet the conditions or restrictions for occupancy, the applicant will be rejected. If the application is denied a written rejection letter will be sent to the applicant with the specific reason for the denial and the steps to appeal the decision. In any event, the applicant will be notified in writing of acceptance or denial.
11. Review and certify each file for move in.
12. Review rent structure and utility allowances on a quarterly basis.
13. Maintain records of the Premises' occupancy, efforts to market and lease the Premises, and resident retention efforts.
14. Cooperate and provide assistance to state compliance monitors.
15. Report any condition that could result in a life safety issue or liability for the Owner or Manager to the management supervisor.
16. Resident programs: a social services program will be tailored to the Premises based on the facilities and will be multi-faceted to accommodate and meet the needs of all the residents. The resident services program will provide all programs required by all land-use restrictive covenant agreements applicable to the Premises.

## **MARKETING AND WAITING LISTS**

1. Administer the Affirmative Marketing Plan.
2. Outreach to community agencies and support service agencies. Inform The Harris Center of any availability of units.
3. Assure prepared units are available for presentation.
4. Document all prospective residents through a guest card and report activity through management software. Follow up with all prospective residents.
5. Disclose the Qualifying Guidelines to each prospective resident during the onsite visit and tour of premises.
6. An onsite waiting list will be maintained for all units and place Applicants on the list by date and time order and will be honored on a first come, first served basis.

## **MAINTENANCE**

Manager is to provide all maintenance services listed below to the property. Manager will oversee and ensure that all work orders and preventative maintenance schedules are being adhered to and completed in a timely manner.

1. Manager to provide overall maintenance and repairs.
2. Prepare and make ready vacant units for habitation.
3. Recruit, hire, and train maintenance staff.
4. Administer bidding process for outside contract work or for purchases over the onsite purchasing limit.
5. Verify insurance and bond on contractors.
6. Administer Preventative Maintenance program.
7. Inspect work of contractors.
8. Conduct routine inspection for Premises condition and curb appeal.
9. Identify and notify Owner of any maintenance needs exceeding the Operating Budget terms or capital expenditures requirements as stated above.
10. Provide 24 hours/7 days per week emergency service response.
11. Maintain contracts and warranties.
12. A Redecorating Schedule will be maintained by maintenance to indicate when interiors of units will need carpet replacement, repainting, or new fixtures.
13. Manager will be responsible for energy conservation through a proactive approach. A survey of lighting both on the exterior and interior will be performed noting any fixtures which can be lit with energy efficient bulbs. Exterior will be inspected for broken glass seals or cracks in windows, weatherproofing on doors or gaps in exterior envelope. Leaks and running toilets will be checked on all newly built units and upon move in and out by the residents. If a boiler system exists, a peak load system will be implemented if feasible. All vacant units will have the electric circuit breakers turned off in mild weather. Irrigation systems will have rain sensors. Air filters will be replaced in all units on a regular basis.

## **SAFETY**

1. Manager will inform residents and the Company of any criminal activity within the community to better build a neighborhood watch.
2. Management will encourage resident participation in personal safety awareness and in reporting suspicious activities to management and police liaisons.
3. Tips for personal safety will be part of the community move in orientation package.

## **FINANCE-ACCOUNTS RECEIVABLE AND PAYABLE**

1. Receive and process account payables.
2. Bill, receive, and post rent, deposits and receivables.
3. Make deposits in approved bank as authorized by Owner.

4. Pursue delinquent rents and maintain files/records.
5. Reconciliation of bank statements.
6. Provide assistance and cooperation for periodic audits.
7. Provide Owner with recommended annual budget.
8. Review Premises insurance.
9. Security Deposit dispositions will be completed timely and any deductions will be supported through posting of such charges on the office bulletin board. Deductions not standard to the schedule will be supported through contractor's estimate or invoice for repair.
10. Reimbursable maintenance charges will be posted at the office bulletin board and distributed to the resident with their move in orientation packet.

## **RECORD KEEPING**

1. Manager will implement and maintain records on a per-building basis.
2. As a Business Associate, Manager will take all legally required precautions and utmost care to keep personally identifiable information or other protected data of residents secure and use such information for only the purposes that it was provided.
3. Annual Report and Owner's Certification will be submitted annually or as needed and maintained in a file.

## **MINIMUM LEASING GUIDELINES**

The Operating Budget attached as **Addendum A-1** reflects projected monthly rents and rent concessions in compliance with Section 42 of the Internal Revenue Code.

### **MANAGEMENT PLAN**

#### **REASONABLE ACCOMODATIONS AND MODIFICATION POLICY**

**Manager will follow Section 504 of the Rehabilitation Act (if applicable) and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents and employees with disabilities.**

6168 Apartments will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, Manager will make reasonable accommodations for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services.

In reaching a reasonable accommodation with, or performing structural modification for otherwise qualified individuals with disabilities, Manager is not required to:

- a. make structural alterations that require the removal or altering of a load-bearing structure,
- b. provide support services that are not already part of its housing programs,
- c. take any action that would result in a fundamental alteration in the nature of the program or service, or

- d. take any action that would result in an undue financial and administrative burden on the property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).



## ADDENDUM A-1

[To be agreed upon between Owner and Manager]

### Addendum B

#### Manager On-Site Property Manager Job Functions

The purpose of the HOME program is to enable persons with disabilities to live with dignity and independence within their communities by expanding the supply of housing that provides supportive services which address the individual health, mental health and other needs of the residents and is designed to accommodate these special needs. Manager will employ one (1) on-site property manager for the 6168 Apartments (the “On-Site Manager”).

The On-Site Manager will be available to the tenants on Business Days<sup>1</sup> during regular business hours (8:00 AM to 5:00 PM) and on call during non-business hours. The On-Site Manager will maintain and operate the premises in a clean, safe, efficient manner, and uniformly enforce the rules and regulations of the Premises in a non-discriminatory manner, with due regard for the health and safety of all tenants.

In partnership with The Harris Center Clinical Team, Manager will assist in the coordination and promotion of the Clinical Supportive Services provided by The Harris Center free of charge. These services will include, but may not be limited to:

- **Case Management and care coordination**
- Recreational Activities and assistance with transportation as clinically necessary
- Connection to outpatient healthcare (medical/psych/dental/as needed)
- Developing life skills
- Consumer advocacy Support and education Plan of Care / Treatment Plan for tenants requesting individual services
- Meals and nutrition - connection to food pantries and SNAP benefits
- Coordinate onsite crisis intervention during business hours
- **Access to crisis services 24/7; Manager will notify The Harris Center’s clinical team immediately of any tenant related psychiatric or medical crisis.**

The On-Site Property Manager will provide an updated roster of each property to the Program Director and Team Lead/s each quarter and as often as changes occur.

The Harris Center and Manager will notify the corresponding partner agency of any staffing changes on a team as they occur.

Essential functions of the On-Site Manager are to:

- **Manage the property and supervise the staff in accordance with company policies to achieve maximum net revenue and enhance the value and quality of the property.**
- **Operate the property in a cost-effective manner, monitoring curb appeal.**
- **Complete all repairs and preventative maintenance.**

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<sup>1</sup> Business Day shall be every day that is not a Saturday, Sunday, or federal holiday.

- Promptly make Owner aware of Manager’s need to perform preventive maintenance and repairs.
- Systematically and promptly receive and investigate all service requests from tenants.
- Follow and supervise maintenance functions and projects, ensuring safe and timely completion.
- Establish and execute an effective resident retention plan, including positive customer relations and timely resolution of resident complaints within five (5) business days.
- Plan and host property sponsored resident monthly social functions.
- Manage administrative functions, including ensuring that all lease paperwork is complete and accurate and that all reports and company procedures are accurately and timely followed.
- Follow and supervise maintenance functions and projects, ensuring safe and timely completion, and ensure vacant units are market ready.
- Keep common areas clean and ensure that grounds, buildings, garbage bins, and units are fully operational, safe and attractive. Visually inspect grounds, buildings, and units on a daily basis and no less than weekly, as staff is available and report finding to facilities team.
- Accurately record property income, expenses, and other financial data in accordance with budget and policy guidelines.
- Provide clear, updated process for tenants to report maintenance needs.
- Detect, alleviate, and monitor potential liability risks and follow safety procedures. Follow procedures in handling property loss, general liability claims and on-the-job employee injuries.
- Travel for daily bank deposits and petty cash, court eviction actions, supplies and other property related matters, and attendance at company meetings, training seminars and industry seminars.
- Assist Owner with other matters as requested.
- Provide a secured office space for The Harris Center’s clinical team to operate.
- Provide The Harris Center’s clinical team with keys to access community room and secured office space.
- Provide a secure point of access to all unit keys to be used in the event of an emergency.
- Manager’s staff that work directly with tenants will attend Trauma Informed Care training provided by The Harris Center annually at minimum.
- Manager On-site property manager will work to improve relationships and customer services for the tenants.

**Addendum C**  
**Business Associate Agreement**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) entered into [ INSERT DATE ], by and between [ INSERT NAME OF PARTY ] (“BUSINESS ASSOCIATE”) with offices at [ INSERT OFFICE ] and THE HARRIS CENTER FOR MENTAL HEALTH AND IDD, (“The Harris Center”), a COVERED ENTITY and Community Center and Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., as amended, establishes specific legal obligations regarding the

terms of the relationship between the BUSINESS ASSOCIATE and The Harris Center, as it relates to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HITECH Act of American Recovery and Reinvestment Act of 2009, the Office of the Secretary of the Department of Health and Human Services has issued regulations governing the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule," "Security" and "Breach Notification" Rules) collectively the ("HIPAA Omnibus Rule").

The Harris Center and BUSINESS ASSOCIATE each may be referred to as a "Party" and together may be referred to as the "Parties" to the BAA. Both Parties agree that there shall be no third-party beneficiaries to this Agreement, including but not limited to individuals whose protected health information is created, received, used, and /or disclosed by BUSINESS ASSOCIATE in its role as Business Associate.

**WHEREAS,** BUSINESS ASSOCIATE and The Harris Center are the sole Parties to the Agreement between The Harris Center and BUSINESS ASSOCIATE in connection with the provision of those support services, The Harris Center discloses to BUSINESS ASSOCIATE certain Protected Health information ("PHI") (as defined in 45 C.F.R. § 164), that is subject to protection under HIPAA and the HIPAA Omnibus Rule;

**WHEREAS,** the Office of the Secretary of the Department of Health and Human Services has issued regulations requiring certain transmissions of electronic data be conducted in specified standardized formats at 45 C.F.R. Parts 160 and 162 ("Electronic Transactions Rule");

**WHEREAS,** [INSERT NAME OF BUSINESS ASSOCIATE] as a recipient of PHI which receives under a BAA from The Harris Center, a Covered Entity, and therefore, is a "Business Associate" as that term is defined in the Privacy Rule;

**WHEREAS,** pursuant to the Privacy Rule, all Business Associates must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

**WHEREAS,** the purpose of this BAA is to comply with the requirements of the Privacy Rule, including, but not limited to, the BAA requirements at 45 C.F.R. §160.103.

**NOW, THEREFORE** in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**DEFINITIONS.** Unless otherwise provided in this BAA, the terms used in this BAA shall have the same meanings as set forth in HIPAA, the HITECH Act, and the HIPAA Rules including, but not limited to the following: Availability, Confidentiality, Data Aggregation, Designated Record Set, Health Care Operations, Integrity, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, and Subcontractor. Specific definitions are as follows:

1. "Breach" shall have the same meaning as the term "breach" at 45 CFR 164.402.
2. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103 and in reference to the party to this BAA, shall mean the first party listed in the first paragraph of this BAA.

3. “Compliance Date” shall mean, in each case, the date by which compliance is required under the referenced provision of the HIPAA, the HITECH Act or the HIPAA Rules, as applicable; provided that, in any case for which that date occurs prior to the effective date of this BAA, the Compliance Date shall mean the effective date of this BAA.

4. “Electronic Protected Health Information” (“Electronic PHI”) shall have the same meaning as the term “electronic protected health information” at 45 CFR 160.103.

5. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

6. “Protected Health Information” (“PHI”) shall have the same meaning as the term “protected health information” at 45 CFR 160.103.

7. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information, set forth at 45 CFR Parts 160 and 164.

8. “Security Incident” shall have the same meaning as the term “security incident” at 45 CFR 164.304.

9. “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information, set forth at 45 CFR Parts 160 and 164.

10. “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” at 45 CFR 164.402.

11. “Services” shall mean the services to be provided by BUSINESS ASSOCIATE which are identified in the Underlying Contract and its Exhibits.

## **SECTION 1 SCOPE OF USE AND DISCLOSURE**

1.01 Contractual Obligations: BUSINESS ASSOCIATE shall be permitted to use and disclose PHI that is disclosed to it by The Harris Center as necessary solely to perform its obligations under the underlying Retention LOA.

1.02 Proper Management and Administration: Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this BAA or required by law, BUSINESS ASSOCIATE may:

- (a) BUSINESS ASSOCIATE/MITIGATION Use. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of BUSINESS ASSOCIATE;
- (b) Disclosure to Third Party. Disclose the PHI in its possession to a third party upon receipt of written approval by The Harris Center for the purpose of BUSINESS ASSOCIATE’S proper management and administration and to fulfill any legal responsibilities of BUSINESS ASSOCIATE; provided, however, that the disclosures are required by law or BUSINESS ASSOCIATE has received from the third party written assurances that:

- (1) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and
- (2) the third party will immediately notify the BUSINESS ASSOCIATE of any instances of which it becomes aware in which the confidentiality of the information has been breached.

## **SECTION 2 OBLIGATIONS OF BUSINESS ASSOCIATE**

In connection with its use and disclosure of PHI, BUSINESS ASSOCIATE agrees to comply with the following standards:

2.01 Limited Disclosure: Use or further disclose PHI only as permitted or required by this BAA and agrees to make uses and disclosures and requests for PHI consistent with the LOA, or as required by law.

2.02 Required Safeguards: Use reasonable and appropriate safeguards and comply with Subpart C of 45 CFR Part 64 with respect to Electronic Protected Health Information to prevent use or disclosure of PHI received from or created or received on behalf of, other than as provided for by this Business Associate BAA or as required by law. These safeguards will include but not limited to:

- A. Maintain a training plan that includes HIPAA and internal policies and procedures pertaining to HIPAA;
- B. Provide training to all employees, contractors and subcontractors on HIPAA and how the regulations help prevent the improper use or disclosure of PHI on at least an annual basis;
- C. Document training completion and testing outcomes, and properly comply with all Federal, State and Local laws regarding retention of all training records;
- D. Update training plan and internal HIPAA policies and procedures (and repeat training) on an annual basis;
- E. Adopt and enforce policies and procedures regarding the safeguarding of PHI, including a third-party Risk Analysis at minimum, on an annual basis; and
- F. Enforce all policies and procedures, including meaningful sanctions for everyone found not in compliance in accordance with the Privacy Rule.

2.03 Mitigation of Improper Uses or Disclosures: With the highest degree of professionalism, and as is reasonable and necessary, mitigate any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PHI by BUSINESS ASSOCIATE in violation of this Business Associate Agreement.

2.04 Report Unauthorized Disclosures: Promptly report in writing but no later than twenty-four (24) hours to The Harris Center of first learning of any use or disclosure of PHI not provided for by this BAA of which BUSINESS ASSOCIATE becomes aware as required by 45 CFR 164.410.

2.05 Contracts with Contractors and or Subcontractors: Require contractors, subcontractors and or agents to whom BUSINESS ASSOCIATE provides PHI to agree in writing to the same restrictions and conditions that apply to BUSINESS ASSOCIATE pursuant to the terms of this BAA

and provide all copies of such requirements to The Harris Center upon written request within fifteen (15) days of such request.

2.06 HHS Access: In conjunction with The Harris Center and upon its review of all relevant information to be disclosed prior to such disclosure, make available to the Secretary of Health and Human Services (“HHS”) BUSINESS ASSOCIATE'S internal practices, books and records relating to the use and disclosure of PHI for purposes of determining The Harris Center's compliance with the Privacy Rule, subject to any applicable legal privileges.

2.07 Accounting of Disclosures: Upon notice by The Harris Center that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, but not for information created prior to April 14, 2003, BUSINESS ASSOCIATE shall make available to The Harris Center such information then currently in BUSINESS ASSOCIATE'S possession, custody or control (including such information, if any, in the possession, custody or control of BUSINESS ASSOCIATE’S subcontractors) that is required for The Harris Center to make the accounting required by 45 C.F.R. Section 164.528.

2.08 Designated Record Set: To the extent that The Harris Center does not already have in its possession the Consumer's PHI in a Designated Record Set, BUSINESS ASSOCIATE shall provide copies to The Harris Center of all or a portion of the PHI in the Designated Record Set then currently in BUSINESS ASSOCIATE’S possession within a reasonable time after The Harris Center's request in order for The Harris Center to:

- (a) make the PHI in the Designated Record Set available in accordance with 45 C.F.R. Part 164.524; and
- (b) amend the PHI in the Designated Record Set in accordance with 45 C.F.R. Part 164.526. In the event an individual requests access to, or an amendment of, the PHI in a Designated Record Set, and any covered entity informs The Harris Center of an amendment, The Harris Center shall inform BUSINESS ASSOCIATE of the amendment. Upon receipt of such amendment, BUSINESS ASSOCIATE shall be responsible for making any changes in the Designated Record Set maintained by BUSINESS ASSOCIATE to reflect the amendment.

2.09 Compliance with Security Regulations: BUSINESS ASSOCIATE shall have implemented administrative, physical and technical safeguards that effectively and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of The Harris Center as required to comply with the HIPAA Security Regulation, and shall update such safeguards and measures due to changes in any applicable laws and regulations, within the timeframe designated by such law(s) and regulation(s). Upon written request from The Harris Center, BUSINESS ASSOCIATE shall make available during normal business hours at BUSINESS ASSOCIATE'S offices, all information, including but not limited to, data, records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to The Harris Center within three (3) business days for purposes of enabling The Harris Center to determine BUSINESS ASSOCIATE'S compliance with the terms of this BAA.

2.10 Compliance with Security Audit: In compliance with HIPAA’S Security Audit Regulations, BUSINESS ASSOCIATE shall allow The Harris Center the ability to audit and review the

security controls and policies that BUSINESS ASSOCIATE has in place for the locations housing The Harris Center's electronic protected health information, including providing The Harris Center copies of the reports for any standard security audits that BUSINESS ASSOCIATE performs annually such as 3rd party HIPAA Security Audit reports etc.

### **SECTION 3 OBLIGATIONS OF THE HARRIS CENTER**

The Harris Center agrees that it will comply with the following standards:

3.01 Notice of Privacy Practices: To inform BUSINESS ASSOCIATE of any changes in the form of notice of privacy practices that is forwarded by a Covered Entity to The Harris Center.

3.02 Restrictions on PHI: Will promptly notify BUSINESS ASSOCIATE in writing of any restrictions on the use and disclosure of PHI about Individuals (as defined under HIPAA) that The Harris Center is required under the terms of its BAA with any Covered Entity to implement that may affect BUSINESS ASSOCIATE'S ability to perform its obligations under the Underlying Contract or this BAA.

3.03 Notice of Revocation: Will promptly notify BUSINESS ASSOCIATE in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI which is received by The Harris Center from any Covered Entity, if such changes or revocation may affect BUSINESS ASSOCIATE'S ability to perform its obligations under the Underlying Contract or this BAA.

### **SECTION 4 TERM AND TERMINATION**

4.01 Terms: This Contract is effective from and after the date of its execution until terminated as detailed in this Section 4 of the BAA.

4.02 Termination for Breach: In the event that BUSINESS ASSOCIATE materially breaches a material term of this BAA, The Harris Center must provide BUSINESS ASSOCIATE with notice of the existence of the alleged material breach and afford BUSINESS ASSOCIATE an opportunity to cure the alleged material breach. In the event BUSINESS ASSOCIATE fails to cure the breach in a reasonable period of time, but not longer than ten (10) days to the satisfaction of The Harris Center, The Harris Center may terminate this BAA immediately.

4.03 Automatic Termination: This BAA will automatically terminate upon the termination or expiration of the specific purpose described in the LOA except where otherwise agreed.

4.04 Effect of Termination:

- (a) Termination of this BAA will result in termination of the Agreement;
- (b) Upon termination of this BAA or the underlying Contract, BUSINESS ASSOCIATE will return or destroy all PHI received from The Harris Center or created or received by BUSINESS ASSOCIATE on behalf of The Harris Center that BUSINESS ASSOCIATE still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible as determined solely by

The Harris Center, BUSINESS ASSOCIATE will continue to protect the PHI pursuant to the terms of this BAA and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

- (c) BUSINESS ASSOCIATE shall be responsible for all time and costs incurred as a result of identifying and destroying PHI as may be required under this section.

## SECTION 5 GENERAL TERMS AND CONDITIONS

5.01 Amendment: BUSINESS ASSOCIATE and The Harris Center agree to amend this BAA from time to time as is necessary for The Harris Center to comply with the requirements of the Privacy Rule and its BAA(s) with Covered Entities.

5.02 Survival: The respective rights and obligations of the Parties under this Business Associate Agreement shall survive the termination of this BAA.

5.03 No Third Party Beneficiaries: Nothing expressed or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.04 Entire Business Associate Agreement: This BAA contains the entire BAA between the Parties with respect to the LOA, subject matter hereof and supersedes any previous or contemporaneous drafts, understandings, commitments or representations whatsoever oral or written. This BAA is incorporated by reference into the LOA. In the event of a conflict between the LOA and this BAA regarding HIPAA and PHI matters, the BAA will control. The Parties may only modify or change the terms of this Contract by a written document signed by duly authorized representatives of both Parties.

5.05 Governing Law; Jurisdiction: This Contract shall be governed by and construed in accordance with the laws of the state of Texas without regard to Texas's conflict of law principles. The Parties agree that Harris County, Texas shall be the sole proper venue regarding any dispute relating to or arising out of this Contract.

5.06 Term: The Term of this BAA shall commence on, and this BAA shall be effective, as of the date both parties have signed the [ **INSERT DEFINED TERM** ] and this BAA. This BAA shall terminate as of the date all Services have been fulfilled, and all PHI received under this BAA is either returned to The Harris Center, or destroyed (and verified destroyed) by Business Associate.

(Signature page to follow)

In witness whereof, each Party has caused this BAA to be executed and delivered by its duly authorized representative as of the date first listed above.

**MANAGER**

**THE HARRIS CENTER FOR  
MENTAL HEALTH AND IDD**



\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Wayne Young, MBA, LPC, FACHE  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kendra Thomas, JD, LPC  
General Counsel

\_\_\_\_\_  
Date

**EXHIBIT A**

\_\_\_\_\_

**CONTRACTOR:** ABC Company

**CONTRACT ID:** 0000

**CONTRACT PERIOD:** September 1, 2024 – August 31, 2025  
With Two (2) renewal options remaining.

**SERVICE:** 6168 Supportive Living Apartments- Property Management Agent Services.

**SERVICE DESCRIPTION:** Contractor will provide property management services.

**RATE AND DESCRIPTION:** See Attached Exhibit A1.

**NOT TO EXCEED:** \$XX,XXX.00

**PAYMENT DOCUMENTATION:** Contractor will submit invoices for services, due by 5th working day of each month, for previous month in accordance with § 4, paragraph 8 for approval.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

SAMPLE

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**ATTACHMENT B**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

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(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR TO IDENTIFY SUBVENDORS  
SELECTED FOR WORK ON THE CONTRACT)

Vendor \_\_\_\_\_ Vendor Identification Number: \_\_\_\_\_

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

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Proposal Number: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Description of commodities/specifications: \_\_\_\_\_

**Duration of Contract:** \_\_\_\_\_

Name of Subvendor/Supplier: \_\_\_\_\_

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

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ is the subvendor a certified HUB? \_\_\_\_ Yes \_\_\_\_ No

If yes, enter the GSC Certificate (VID) number: \_\_\_\_\_

Dollar amount of contract with subvendor/supplier: \$ \_\_\_\_\_

Percentage amount of contract with subvendor/supplier: % \_\_\_\_\_

Description of materials/services performed under agreement with the subvendor  
for amount indicated above:

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**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-VENDOR/SUPPLIER**

# ATTACHMENT C

## DEVIATION FORM

### Commitment Statement

As a prospective contractor and representative Agent of \_\_\_\_\_ (Company Name) I hereby state my commitment to comply with all the Contract terms, conditions or specifications contained in the RFP and proposed Contract. (ATTACHMENT C)

**THIS COMMITMENT STATEMENT MUST BE SIGNED BY THE PROSPECTIVE CONTRACTOR WHETHER THERE ARE DEVIATIONS LIST OR NOT, AND SUBMITTED WITH THIS RESPONSE**

SPEC #	
Section #	
Or Page #	DEVIATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**NOTICE “NOT TO PARTICIPATE”**

**Dear Provider**

**Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:**

- Our company cannot provide the products, supplies and/or services listed in this request. Please **MOVE** our name and address to the following category (ies) so that we may Proposal at a later date:**

**Category(ies):** \_\_\_\_\_

- We have chosen NOT to submit a PROPOSAL at this time, but would like to remain on your list for this PROPOSAL category. We did not submit a PROPOSAL because:**

**Reason(s):** \_\_\_\_\_

**Please REMOVE our name from all The HARRIS CENTER lists until further notice.**

**Reason(s):** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Please Print**

**Address:** \_\_\_\_\_ **Phone ( )** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Fax ( )** \_\_\_\_\_

**PLEASE RETURN THIS FORM ONLY TO:**

**The HARRIS CENTER for MENTAL HEALTH AND IDD  
Purchasing Department**

**Notice “Not To Participate” – 6168 Supportive Living Apartments- Property Management Agent Services  
9401 Southwest Freeway  
Houston, Texas 77074**

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PROVIDERS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. PROVIDERS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.**

**Thank you for your time and assistance.**

## **ATTACHMENT E**

### **FORM W-9, Rev. October 2018, FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**Form W-9, Pages 1 – 4**

**Attached**

**Vendors are to complete this form and submit with their PROPOSAL documents. Go to the attached link for W-9.**

**<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**