

Travis County Healthcare District d/b/a Central Health

Request for Proposal (RFP) 1702-001

RHP 7 Community Needs Assessment Update



**CENTRAL
HEALTH**

February 17, 2017

1111 E. Cesar Chavez St. Austin, TX 78702 512-978-8000

RFP #1702-001
Request for Proposal (RFP)
RHP 7 Community Needs Assessment Update

- RFP Issuance Date:** Friday, February 17, 2017
- Questions Due:** Friday, February 24, 2017, at 5 p.m. CST
- Question Response Date:** Friday, March 3, 2017, at 5 p.m. CST
- RFP Contact:** Purchasing Supervisor
purchasing@centralhealth.net
- RFP End Date:** Wednesday, March 15, 2017 at 2 p.m. CST
- Contract Duration:** One (1) Year
- Contract Renewal:** Three (3) Optional Renewal Years
- Responses and Prices Good for:** 90 days
- Bid Comments:** Interested entities are invited to submit Proposals to provide research, analysis and technical writing services to update a community needs assessment required by the *Texas Healthcare Transformation and Quality Improvement 1115 Waiver*.

RFP Summary:

Travis County Healthcare District d/b/a Central Health (“Central Health”), serving in its role as an anchoring organization for Regional Healthcare Partnership 7 (“RHP 7”) under the 1115 Texas Medicaid Waiver program, is seeking responses to this RFP from qualified entities to assist Central Health with an update to a community needs assessment related to the healthcare needs of populations in Central Texas.

One (1) original Proposal submittal, six (6) printed copies, five (5) copies of supporting technical and/or sample documentation (the supporting technical and/or sample documentation can be placed on the electronic device) and 1 electronic copy (flash drive) must be delivered **in a sealed container**, with “RFP #1702-001” clearly marked on the outside of the package to the following location (Proposer may place samples/portfolio on the electronic device used for the submittal):

RFP #1702-001, RHP 7 Community Needs Assessment Update
Travis County Healthcare District d/b/a Central Health
1111 East Cesar Chavez Street Austin, TX 78702
Attn: Purchasing Supervisor

Proposals received at the designated location after the published time and date (March 15, 2017, 2:00 p.m. CENTRAL TIME, will not be considered.

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I. **INTRODUCTION**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Central Health is seeking research, analysis and technical writing services to update a community needs assessment for a 6-county region in Central Texas, originally issued in September 2012, as required by the Texas Healthcare Transformation and Quality Improvement 1115 Waiver, (the “1115 Waiver”). Experience in the healthcare industry is required.

B. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Attachment A of this RFP. The contract is for one (1) year with three (3) optional renewal periods or any portion thereof at the discretion of Central Health, subject to funding availability and satisfactory service provision, as determined by Central Health.

C. PURCHASING SUPERVISOR

Central Health has designated a Purchasing Supervisor who is responsible for the conduct of this procurement on behalf of Central Health and the contact information is listed below.

All deliveries (including proposal delivery) should be addressed as follows:

**RFP #1702-001, RHP 7 Community Needs Assessment Update
Purchasing Supervisor
Travis County Healthcare District d/b/a Central Health
1111 East Cesar Chavez Street Austin, TX 78702
purchasing@centralhealth.net**

Any inquiries or requests regarding this procurement should be submitted to the Purchasing Supervisor as identified on BidSync and Central Health’s Website: http://www.centralhealth.net/current_solicitations.html. Entities may ONLY contact the Purchasing Supervisor regarding the procurement. Entities should not contact Central Health’s Board Members, leadership or staff regarding this solicitation. Such contact may result in disqualification of the Entity initiating the contact.

D. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Anchor" means Central Health, serving in its role as the anchoring organization in RHP 7.

"BAFO" - Best and Final Offer - After the initial scores are tallied, the Evaluation Committee can offer the Proposers a chance to submit a Best and Final Offer.

"BidSync Website" is the following link: <http://www.bidsync.com/travis-county-healthcare-district/>

"Central Health Website" is the following link: http://www.centralhealth.net/current_solicitations.html

"Close of Business (COB)" means 5:00 PM Central Time.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Consultant" means a successful Proposer who enters into a binding contract.

"Determination" means the written documentation of a decision by the Purchasing Supervisor, including findings of fact supporting a decision. A Determination becomes part of the procurement file.

"Desirable" means that the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by Central Health management to perform evaluation of Proposals.

"Evaluation Committee Report" means a document prepared by the Purchasing Supervisor and the Evaluation Committee for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as a Proposer who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"HHSC" refers to the Health and Human Services Commission of the State of Texas.

"Mandatory" means that the terms "must", "shall", "will", "is required", or "are required" identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Proposer's Submittal.

"Regional Healthcare Partnership 7" or "RHP 7" means the area comprised of Bastrop, Caldwell, Fayette, Hays, Lee, and Travis Counties.

"Proposer" is any person, entity, corporation, or partnership who submits a Proposal.

"Proposal" means a response or submittal to this RFP.

"Purchasing Supervisor" means a person or designee authorized by Central Health to manage or administer a procurement requiring the evaluation of competitive sealed Proposals.

"Request for Proposal" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting Proposals.

"Responsible Proposer" means a Proposer who submits a responsive Proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the Proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or Proposal, which conforms in all material respects to the requirements set forth in the Request for Proposals. Material respects of a Request for Proposal include, but are not limited to, quality, quantity or delivery requirements.

E. BACKGROUND INFORMATION

This section provides background information on Central Health and its role as anchoring organization for RHP 7, which may be helpful to the Proposer in preparing the Proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

Central Health

Central Health's mission is to improve the health of Travis County residents by caring for those who need it most—with a focus on serving the low-income and uninsured populations. Central Health's mission emphasizes improving the quality of health care

and outcomes, as well as increasing the volume of services.

In 2004, Travis County voters approved the creation of Central Health as a hospital district under Chapter 281 of the Texas Health and Safety Code. Central Health is governed by a nine-member volunteer Board of Managers, of which four members are appointed by the Austin City Council; four members are appointed by the Travis County Commissioners Court; and one member is jointly appointed by both entities.

Central Health is a separate political subdivision of the State of Texas whose geographic boundaries are contiguous with those of Travis County. Central Health is a special purpose taxing entity which levies property taxes to fund health care.

The 1115 Waiver in Texas

On December 12, 2011, Texas received federal approval of a section 1115 demonstration waiver intended to preserve critical hospital funding under a new methodology and allow for managed care expansion to additional areas of the state. The Texas Healthcare Transformation and Quality Improvement 1115 Waiver (the “1115 Waiver”) is designed to build on existing Texas healthcare reform and redesign the healthcare delivery in Texas consistent with the Center for Medicare and Medicaid’s goals to improve the experience of care, improve population health and reduce the cost of healthcare without compromising quality. The original 5-year demonstration period was extended to December 30, 2017. Requirements are set-out in the Program Funding and Mechanics Protocol (“the PFM”), which can be found on HHSC’s website at the following link: <https://hhs.texas.gov/sites/hhs/files//documents/laws-regulations/policies-rules/1115-docs/062316/CMSDY6PFMAApproval.pdf> (dated June 23, 2016).

Regional Healthcare Partnership 7

To implement the 1115 Waiver program, Texas Health and Human Services Commission (“HHSC”) organized the state into 20 geographical areas known as Regional Healthcare Partnerships (RHPs).

RHP 7 is located in Central Texas and is comprised of Bastrop, Caldwell, Fayette, Hays, Lee, and Travis counties. RHP 7 includes both rural and urban areas, offering a variety of health care services that serve diverse populations. Delivery system reform incentive payment (“DSRIP”) projects were implemented under the Waiver in 2012 to transform the delivery of healthcare to the uninsured and underinsured persons to improve health outcomes. Seventy-six DSRIP projects are currently being conducted in RHP 7. Performing providers include one public health department, three local mental health authorities, and five hospitals. The Community Care Collaborative, a 501(c)(3)

corporation established to provide a framework for implementing the 1115 Waiver and an Integrated Delivery System (IDS) for the provision of health care services to the uninsured and underinsured populations of Travis County, is a unique provider that performs community-based DSRIP projects to support the development of an integrated healthcare delivery system. RHP 7 performing providers have successfully completed over 1,500 performance-based metrics to earned over six hundred million in incentives.

RHP 7 Anchor

Under the 1115 Waiver program, HHSC designated Central Health as the anchoring organization for RHP 7 (the “Anchor”). The Anchor guides and informs RHP 7 members, interprets 1115 Waiver policies and requirements, collects and reports data, and communicates with HHSC on behalf of the region.

Community Needs Assessment

In 2012, Central Health, as Anchor, prepared a community needs assessment that provided an overview of the region’s demographics, insurance coverage, healthcare infrastructure, key challenges, and expected changes. This assessment was critical to the development of the RHP 7 Regional Healthcare Plan and the design of the DSRIP projects included in the plan. The original community needs assessment can be found at: <http://www.texasrhp7.org/wp-content/uploads/2015/04/Section-III.-Community-Needs-Assessment.pdf>.

During the current demonstration period, which ends September 30, 2017, the PFM requires that each Anchor must update its original community needs assessment to reflect major changes, including changes to the priority needs. The updated assessment will be presented by the Anchor to stakeholders, and stakeholder feedback will be included in the Anchor’s report to HHSC. The updated assessment will be used to inform stakeholders and providers regarding the current health of the region and its healthcare needs and trends. It will be critical to the region when planning the next steps in healthcare transformation.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

The Purchasing Supervisor will make every effort to adhere to the following schedule:

A. SEQUENCE OF EVENTS

Action	Responsibility	Date
1. Issuance of RFP	Central Health	02/17/17
2. Deadline to Submit Questions	Proposers	02/24/17
3. Response to Written Questions (in the form of RFP Addendum	Central Health	03/03/17
4. Deadline to Submit Proposal	Proposers	03/15/17
5. Begin Proposal Evaluations	Evaluation Committee	03/16//17
6. Interview Short-Listed Finalists (optional)	Evaluation Committee	TBD
7. Selection of Finalists	Evaluation Committee	TBD
8. Best and Final Offers by Finalists	Proposers	TBD
9. Interviews of Finalist	Proposers	TBD
10. Contract Award	Central Health	TBD
11. Protest Deadline	Proposers	TBD - See Section B.11

Proposers who received notification of this solicitation by means other than through Central Health mailing may contact the Purchasing Supervisor herein to request to be added to the vendor list. Inclusion on the vendor list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. IT IS THE PROPOSER'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing Central Health of his/her mailing information or by regularly checking the following Websites; addenda will be posted on the website the day they are released: http://www.centralhealth.net/current_solicitations.html; <http://esbd.cpa.state.tx.us/>; <http://www.bidsync.com/travis-county-healthcare-district/>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by Central Health.

2. Deadline to Submit Questions

Potential Proposers may submit additional written questions as to the intent or clarity of this RFP until close of business on, **Friday, February 24, 2017 at 5:00 p.m. CT**. All written questions must be submitted via e-mail to the Purchasing Supervisor (See Section I, Paragraph C).

3. Response to Written Questions/RFP Amendments

Written responses to all questions will be addressed in the form of an RFP addendum and will be distributed by close of business on **Friday, March 3, 2017 at 5:00 p.m. CT** via BidSync, the Electronic State Business Daily ("ESBD") and Central Health website to all potential Proposers.

4. Submission of Proposal

THE PURCHASING SUPERVISOR OR DESIGNEE MUST RECEIVE ALL PROPOSALS FOR REVIEW AND EVALUATION NO LATER THAN **2 P.M. CENTRAL TIME ON Wednesday, March 15, 2017**. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each Proposal. The Proposals must be addressed and delivered to the Purchasing Supervisor at the address listed in Section I, Paragraph C.

Proposals must be sealed and labeled on the outside of the package and clearly indicate that they are in response to RFP #1702-001, RHP 7 Community Needs Assessment Update. Proposals submitted by facsimile or other electronic means will not be accepted.

All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Supervisor (Section I, Paragraph C). It is Central Health's intent that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information contained

herein that is not fully understood.

Central Health is responsible for the interpretation of the wording of this RFP. Answers to inquiries regarding the RFP's content will only be given in writing. Any verbal statement regarding the RFP prior to the award shall be considered non-binding. The only formal interpretation of the RFP will be made by RFP amendment or addendum issued by the Purchasing Supervisor. A copy of such amendment or addendum will be posted on BidSync, ESBD, and Central Health's Website.

A public log will be kept of the names of all Proposer organizations that submitted Proposals. Unless required by law, the contents of any Proposal shall not be disclosed to competing Proposers prior to contract award.

5. Proposal Evaluation

An evaluation committee appointed by Central Health's management will perform the evaluation of proposals (the "Evaluation Committee"). The Purchasing Supervisor may initiate discussions with Proposers who submit responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposals, but Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Proposers.

6. Selection of Finalists

The selection process will be conducted in two steps. In step one, the Evaluation Committee will evaluate and score written submittals/proposals using the evaluation criteria identified in Section V. Based on the scoring in step one, in step two, the Evaluation Committee may develop a "short list" of Proposers who may be invited to interview with the Evaluation Committee. Only "short listed" finalists will be invited to participate in the subsequent steps of the procurement process.

7. Best and Final Offers from Short-listed Finalists

"Short-listed" finalists may be asked to submit revisions to their Proposals for the purpose of obtaining best and final offers ("BAFO"). The BAFO, if requested, will be the basis for the final determination of contract award to the Proposer. BAFOs may be clarified and amended at the finalist Proposer's interview, if applicable. Any BAFO, as well as the entire Proposal, will become part of the contract, if awarded.

8. Interviews of Short-listed Finalists

Based on the results of the Proposal evaluation, Central Health at its sole discretion may determine that it is necessary to interview the finalists prior to making a recommendation for negotiations, Best and Final Offer, and ultimate contract award. If Central Health desires interviews, finalists will be invited to present their Proposals to the Evaluation Committee. The purpose of the interview, if conducted, is to ensure the Evaluation Committee's understanding of the Proposals, Proposer's qualifications and to evaluate the Proposer's Team as defined in Section IV, Paragraph A.2. When conducted, interview scores will stand alone and will be used as the basis for recommendation and award of a contract. The Purchasing Supervisor will schedule the time for each Proposer presentation, if applicable. All Proposer presentations will be held at Central Health at the address indicated in Section I, Paragraph C.

9. Contract Award

An award may be made to the Proposer(s) submitting the most responsive and responsible Proposal(s) that satisfy Central Health' requirements and provides the best overall value to Central Health over the life of the project, as determined by Central Health in its sole discretion.

10. Protest Deadline

Protest after an awarded contract must be submitted in writing to the Purchasing Supervisor within ten (10) calendar days after the contract is awarded by Central Health. The Purchasing Supervisor shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Supervisor's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Supervisor, who shall present the matter for final resolution to the Central Health President and CEO or his/her designee.

The Proposer who filed the appeal shall be notified of the time and place the appeal is to be heard by Central Health and afforded an opportunity to present evidence in support of the appeal. Central Health's decision is final.

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Proposers must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Proposal constitutes acceptance of the evaluation factors contained in Section V of this RFP.

2. Cost

Any cost incurred by the Proposer in preparation, transmittal, presentation of any Proposal or material submitted in response to this RFP shall be borne solely by the Proposer.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with Central Health. Central Health will make contract payments only to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the Proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

A Proposer may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposals must be complete replacements for a previously submitted Proposal and must be clearly identified as such in the transmittal letter. Central Health' personnel will not merge, collate, or assemble Proposal materials.

6. Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw his/her Proposals at any time prior to the deadline for receipt of Proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative addressed to the Purchasing Supervisor.

The approval or denial of withdrawal requests received after the deadline for

receipt of the Proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including Proposal prices, will be considered firm ninety (90) calendar days after the due date for receipt of Proposals.

8. Disclosure of Proposal Contents

It is Central Health' intention that Proposals be kept confidential until a contract is awarded. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for any material that is identified as being proprietary or confidential. The Purchasing Supervisor will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" unless required to by law or regulation.

Proprietary or confidential data as identified by the Proposer shall be readily separable from the Proposal in order to facilitate eventual public inspection of the other portions of the Proposal.

If a request is received by Central Health for disclosure of data, which the Proposer has identified as proprietary or confidential, the Proposer will receive notice from Central Health pursuant to the requirements outlined in the Texas Public Information Act. If the Proposer fails to take legal action to prevent the disclosure, the Proposal is subject to disclosure.

9. Negotiations

The Purchasing Supervisor or designee shall participate in all negotiations. Discussions may be conducted with responsible Proposers who submit Proposals to the RFP determined to be reasonably acceptable of being selected for award. Those Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals. Proposers may be required to submit additional data and/or clarify previously submitted information during the process of any negotiations. Revisions and supplements to Proposals may also be permitted after submission and before contract award for the purpose of obtaining BAFOs in Central Health's sole discretion. Any BAFO, as well as the entire Proposal, will become part of each Central Health's awarded contract.

Central Health reserves the right to negotiate the price and any other term with any, all, or none of the Proposers. Any oral negotiations must be confirmed in writing prior to an award.

10. Termination

This RFP may be canceled at any time and any and all Proposals may be rejected in whole or in part if Central Health determines such action to be in the best interest of Central Health.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. Central Health's decision as to whether there are sufficient appropriations and authorizations will be accepted by the Contractor as final.

12. Legal Review

Central Health requires that all Proposers agree to be bound by the General Requirements contained in this RFP. Proposer's concerns must be promptly brought to the attention of the Purchasing Supervisor.

13. Basis for Proposal

Only information supplied by Central Health in writing through the Purchasing Supervisor or in this RFP should be used as the basis for the preparation of Proposer Proposals.

14. Contract Terms and Conditions

The contract between Central Health and awarded Proposer will follow the format specified and contain the terms and conditions set forth in Central Health's Contract Terms and Conditions, set forth in Attachments F. Central Health reserves the right to negotiate with a successful Proposer any contract provisions, in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's Proposal may be incorporated into and become part of the contract.

Should a Proposer object to any of the terms and conditions, as contained in this Section or in Attachment F, that Proposer must propose specific alternative language. Central Health may or may not accept the alternative language. General references to the Proposer's terms and conditions or attempts at complete substitutions are not acceptable to Central Health and will result in disqualification

of the Proposer's Proposal.

Proposers must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

15. Proposer's Terms and Conditions

Proposers must submit with their Proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with Central Health, as applicable.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between Central Health and the selected Proposer and shall not be deemed an opportunity to amend the Proposer's Proposal.

17. Proposer Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the Proposal of any Proposer that is deemed not responsive by Central Health.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided all of the otherwise Responsive Proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Proposer Representatives

Central Health reserves the right to require a change in Proposer's representatives if the assigned representatives are not, in the opinion of Central Health, meeting their needs adequately.

20. Central Health's Rights

Central Health may:

- Reject any or all Proposals and discontinue the RFP process without obligation or liability to any Proposer;
- Waive any defect, irregularity or informality in any Proposal;
- Accept a Proposal other than the lowest-price Proposal;
- Award a contract on the basis of initial Proposal received without discussions or requests for Best and Final Offers;
- Request Best and Final Offers from any or all Proposers;
- Accept Proposals from one or more entities;
- Procure the services in whole or in part by other means;
- Award more than one contract;
- Not award any contract.

21. Right to Publish

Throughout the duration of this procurement process and contract term, potential Proposers must secure from Central Health written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Proposer's Proposal or termination of the contract.

22. Ownership of Proposals

All documents submitted in response to this Request for Proposal shall become the property of Central Health.

23. Electronic Mail Address, Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposer must have a valid e-mail address to receive correspondences.

24. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Proposer acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proposer's possession and the version maintained by Central Health, the version maintained by Central Health shall govern.

25. Historically Underutilized Business (HUB) Program and Good Faith Effort

It is Central Health's policy that HUBs have the maximum opportunity to participate in the performance of Central Health contracts and subcontracts. Proposer(s) shall be required to make a "good faith effort" (Attachment C) to take all necessary and reasonable steps to ensure that HUBs have the maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out this "good faith effort" shall constitute a breach of contract and, after notification of such breach by Central Health, may result in termination of the contract.

To be eligible under this program, HUB contractors and subcontractors must be certified as a HUB, Minority/Women-Owned Business Enterprises, or Disadvantaged Business Enterprise source by a recognized governmental program, such as:

- City of Austin Municipal Government;
- Texas Unified Certification Program; or
- State of Texas.

Any entity identified as a HUB (as either a prime or subcontractor) shall submit a copy of its certification with its Proposal. Central Health reserves the right to verify any entity's HUB status prior to contract award.

26. Suspension and Debarment Requirement

The Proposer shall certify, by signing the agreement attached hereto as Acknowledgement of Receipt Form, Attachment B that to the best of its knowledge and belief that the Proposer and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal department or district.

27. Conflict-of-Interest Questionnaire

Pursuant to Chapter 176 of the Texas Local Government Code, entities submitting Proposals shall complete the Conflict-of-Interest Questionnaire ("CIQ"), attached to this RFP as Attachment D and submit it together with the Proposal. For additional information concerning filling out the CIQ, see Central Health website at http://www.centralhealth.net/conflict-of-interest_questionnaires.html.

III. **RESPONSE FORMAT AND ORGANIZATION**

This section describes the format and organization of the Proposer's response. Failure to conform to these specifications may result in the disqualification of the Proposal.

A. NUMBER OF RESPONSES

Proposers shall submit only one Proposal.

B. NUMBER OF COPIES

Proposers shall deliver one (1) original printed copy of their Proposal and supporting technical and/or sample documentation, six (6) identical printed copies of their Proposal, five (5) copies of supporting technical and/or sample documentation (the supporting technical and/or sample documentation can be placed on the electronic device) and one (1) electronic identical copy of the Proposal on a flash drive to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of Proposals.

C. PROPOSAL FORMAT - Mandatory

All Proposals must be typewritten and placed within a binder with tabs delineating each section. Printing may be front/back to reduce the amount of paper. The page limit should be no more than 10 pages not including tabs and requested forms.

1. Proposal Organization

The Proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Mandatory Specifications
- e) Completed and Signed Acknowledgement of Receipt Form
- f) Completed HUB Form
- g) Completed and Signed CIQ
- h) Completed and Signed Certificate of Secretary, if Proposer is a corporation
- i) Other (optional) Supporting Material (may be included on the electronic device)
- j) Cost Proposal

Within each section of their Proposal, Proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the Proposal.

Any Proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The Proposal summary may be included by Proposers to provide the Evaluation Committee with an overview of the technical and business features of the Proposal; however, this material will not be used in the evaluation process unless specifically referenced in other portions of the Proposer's Proposal.

Proposers may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

A letter of transmittal must accompany each Proposal. The letter of transmittal MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization or individual;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization; and
- g) Acknowledge receipt of all, if any, addendums to this RFP.

IV. SPECIFICATIONS

Proposers should respond in the form of a thorough narrative to each of the six evaluation factors in Section IV below. The narratives, along with supporting materials will be evaluated and awarded points accordingly.

Failure to respond to Mandatory Specifications will result in the disqualification of the Proposal as non-responsive.

A. MANDATORY SPECIFICATIONS

1. Relevant Qualifications and Experience (Total of 20 Points)

- a) Proposers must submit a statement of relevant health care and/or public health experience. This section must thoroughly describe similar projects the Proposer has worked on with demonstrated experience related to the research, analysis, and technical writing services described in the Scope of Work, Attachment A.
- b) Proposers must describe the key personnel proposed for this engagement and their particular suitability under this evaluation factor and provide resumes and three professional references for each of them.
- c) Respondents must list all pertinent projects performed by the organization and any outside consultants and/or subcontractors, within the past five years and include pertinent client information, including contact information.

2. Proposed Staff Experience (Total of 15 points)

Respondents must provide experience narratives (no more than 2 pages) for each key staff member proposed to perform services under this contract. The narrative should describe the staff member's specific relevant experience in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and a thorough description of the education, knowledge, and relevant experience, as well as any certifications or other professional credentials that clearly displays the proposed staff member's specific expertise related to the type of services outlined in the Scope of Work, Attachment A.

Proposers must provide the names of any outside consultants and/or subcontractors and the individuals which Proposer intends to utilize in performance of this contract. Include a brief description (no more than 2 pages) of each consultant, subcontractor, or individual's role, expertise, education, knowledge, certifications or other professional credentials.

3. Business References and Case Studies (Total of 5 Points)

Central Health is interested in the Proposer's overall experience and qualifications and in the Proposer's history and experience with projects similar to those described in the Scope of Work, Attachment A. Proposals should include samples

of representative work from previous projects. Proposals must also include three (3) external business references from relevant clients, e.g. local governments, nonprofits, or healthcare-related entities, who received services similar to those outlined in the Scope of Work, Attachment A. The following minimum information must be provided for each business reference:

- a) Name of individual or organization for which services were provided;
- b) Mailing Address of individual or company;
- c) Name and telephone number of contact person;
- d) Current e-mail address of the contact person; and
- e) Type of services provided and dates services were provided.

All references will be checked. Proposers, if requested, may be required to assist with the coordination of communications with client references.

4. General Project Implementation (Total of 15 Points)

Central Health is interested in the Team's overall understanding of the RFP's proposed services. Provide a narrative description of the Team's plan and approach to completing projects outlined in the Scope of Work, Attachment A. Proposers should describe the methodology used to accomplish or manage typical project(s) as described in the Scope of Work, Attachment A, including team composition, experience in working together, integration and clarity of various team members' roles, and proposed interface with stakeholder and Central Health personnel. Proposer must reference challenges experienced with similar engagements, and the overall approach to mitigate those challenges. The Proposer should include its project management, client service and quality assurance approach and process.

Proposer should also provide information relating to the extent to which team members will be present on site for information gathering and exchange during the period of the project, as this may also be an important factor. Proposers must identify whether or not major subcontractors will perform any of the work defined in the Scope of Work, Attachment A and subcontractors' (if any) placement in the overall approach to the RFP Scope of Work, Attachment A.

5. Overall Merit of Proposers Proposal (Total of 25 Points)

Central Health is interested in Proposer's experience with the 1115 Waiver, particularly demonstrated experience developing a community needs assessment are required by the PFM. Proposer's demonstrated portfolio and/or samples should be examples of similar work analyzing and summaries healthcare or population health issues.

6. Pricing Methodology (Total of 20 Points)

Central Health is interested in the Price and Methodology used in calculating both direct and indirect costs. Respondents must describe their pricing methodology, including Reimbursable Expenses such as travel, per diem, fringe benefits and any overhead costs for consultant personnel.

Respondents must provide a pricing structure to include labor category and hourly rates by labor category, for each of the proposed services as outlined in the Scope of Work, Attachment A. Include as separate line items any and all reimbursable expenses. Be specific in your response so that both the methodology and the pricing are clear.

7. Interview (if required) (Total of 25 Points)

If selected as a finalist, Proposers agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee in the finalist notification letter at the interview.

V. **EVALUATION**

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These, along with the general requirements, will be used in the evaluation of Proposer's Proposals.

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1. Relevant Qualifications and Experience	20
2. Proposed Staff Experience	15
3. Business References and Case Studies	5
4. General Project Implementation	15
5. Overall Merit of Proposer s Proposal	25
6. Pricing Methodology	<u>20</u>
TOTAL	100
Interview (if required)	25

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Respondent's Proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Purchasing Supervisor may contact the Proposer for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.17.
4. Responsive Proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive and responsible Proposer with the highest scores may be selected as short listed finalist Proposers based upon the Proposals submitted. Based on the Proposer's Proposals, a list of finalists may be invited to present their Proposals to the Evaluation Committee prior to the final selection. Points awarded from the interviews will be evaluated and scored separately.
5. The Proposer whose Proposal is most advantageous to Central Health, taking into consideration the evaluation factors in Section V and Cost Proposal, may be recommended for contract award as specified in Section II, Paragraph B.9. Proposers who are asked or choose to submit a revised Proposal for the purpose of obtaining Best and Final Offers may have their points recalculated accordingly. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Attachment A

Scope of Work

Under the direction and leadership of Central Health staff, awarded Proposers will conduct research, analysis and technical writing services to produce an updated community needs assessment (CNA), which was originally issued in 2012 and included in the Regional Healthcare Plan for RHP 7. The CNA was submitted to HHSC by its Anchor, Central Health. Scope of work includes, but is not limited to, the following:

- 1) Update the 2012 RHP 7 CNA to include narrative sections, facts, statistics and charts to provide the region with a current, evidence-based assessment of the region's community needs and trends related to health and health care.
- 2) Develop a work plan and timeline prior start of the work for Anchor approval.
- 3) Engage in periodic consultations with Anchor to discuss scope and provide project progress updates.
- 4) For each topic to be identified by Anchor, provide a conclusion that synthesizes current research findings and trends presented, including the implications for the health care needs of the region. The conclusion must also discuss the difference between the current findings and the expectation presented in the original report.
- 5) Based on Awarded Proposer's expertise, suggest additional topics for possible inclusion in the report. If a new topic(s) is approved for inclusion, provide similar narratives, facts, and statistics.
- 6) Produce an updated Community Needs Summary Table and identify the RHP 7 DSRIP projects that were designed to meet these needs.
- 7) Produce a written, updated community needs assessment report that meets the requirements of the PFM, as it may be amended.
- 8) The final report must be easily understood by a layperson and/or members of the public and include graphic representations of data within any page limits desired by the Anchor.
- 9) All data included must be based on facts and statistics and included in a list of sources/end notes. Providing hyperlinks to the data is preferred, whenever possible.
- 10) Produce a PowerPoint presentation for public viewing that summarizes findings.

Attachment B
Acknowledgment of Receipt Form

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment F. The acknowledgment of receipt should be signed, returned, and included with the Offeror's submittal.

Complete (Legal) Name of Proposer: _____

Proposer Tax Identification Number: _____

Business Address: _____

Telephone Number: _____

Type of Organization: Individual Partnership Corporation Association

Other (please describe) _____

If incorporated, state of incorporation: _____

Date organization was formed (month/year): _____

The number of years providing services/systems similar to those requested in this RFP: ____

Description of Proposer's organization, locations, and number of staff (including subcontractors as applicable) that will provide services/support outlined in this RFP):

Please certify the following by placing an "X" in the appropriate column:

Certification	Yes	No
Is Proposer currently in the process of filing for bankruptcy?		
Has Proposer filed for bankruptcy within the past five (5) years?		
Do you certify that the Proposer does not owe taxes to Travis		
Do you certify that the Proposer is not currently under suspension or debarment by any governmental entity (City of Austin/state/federal government)?		
Do you acknowledge that if the Proposer is currently under suspension or debarment, its submittal may not be considered?		
Proposer HUB Declaration Are you certified as a HUB or an MBE/WBE/DBE source? If yes, please attach your HUB certification.		

Acknowledgement of RFP Addendum ___ of ___ (if applicable)

Individual authorized to bind Proposer to contract:

Name/Title: _____

Telephone: _____ E-mail: _____

Point of contact information for this RFP (if different from authorized individual):

Name/Title: _____

Telephone: _____ E-mail: _____

Contract Terms and Conditions

The contract terms and conditions identified in the RFP will form the contract resulting from this RFP, and the Proposer's submission will be incorporated into the contract. Please identify whether there are any requested exceptions or deviations.

I do not request any exceptions or deviations to the stated contract terms.

I request the following exceptions or deviations to the stated contract terms.

Insurance:

Do you carry professional liability insurance? Yes No

If yes, please identify the type/limits: _____

Do you carry errors and omissions insurance? Yes No

If yes, please identify the type/limits: _____

Litigation History:

Description of litigation to which the firm has been a party in the most recent five-year period.

Please include the following details:

- Name of case
- Date filed
- Court in which filed Judgment or result

Important:

The Proposer must respond to all questions. The Proposer may attach additional documents to the questionnaire to provide additional details.

Authorized Proposer Signature

Date

Attachment C
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) FORM

The Travis County Healthcare District’s policy is to include Historically Underutilized Businesses (HUBs) in its procurement process and to provide equal opportunities for HUB participation in the provision of supplies, services, equipment and construction projects required by the District. As such, the District seeks to ensure that a “good faith effort” is made to assist certified HUB vendors and contractors in its award of contracts and subcontracts.

To be considered as a “Certified HUB Contractor/Vendor”, the contractor/vendor must have been certified by and hold a current and valid certification from any of the following certifying agencies recognized by the District: the Texas Building and Procurement Commission (State of Texas); City of Austin; and the Texas Unified Certification Program (TUCP), which includes six certifying agencies.

Suggested directories to assist proposers in identifying potential HUBs to meet the District’s “good faith effort” requirement include: **State:** www.tbpc.state.tx.us/cmb1; **City:** www.ci.austin.tx.us/purchase/default.htm; and **TUCP:** www.dot.state.tx.us/business/tucpinfo.htm

Proposer HUB Declaration

Is your company certified as a HUB or an MBE/WBE/DBE source? Yes No. If yes,

1. **Attach your certification to this form and return it in the proposal;**
2. Identify the certification agency by checking all that apply; Texas Building and Procurement Commission;
 City of Austin; Texas Unified Certification Program; and
3. Identify HUB Status (Gender & Ethnicity): _____

Subcontractor HUB Declaration

****Please complete this section if your proposal includes the use of HUB Subcontractors.****

Estimated percentage of the bid (proposal) that is to be subcontracted with Certified HUB sources: _____

For each proposed HUB subcontractor, complete the information below and **attach the subcontractor’s HUB certification to this form and return it in the proposal.**

HUB Subcontractor Name	Contact Person/Title (First/Last Name)/Title	Telephone Number (including area code)	Email address (if available)

Attachment D

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	

Attachment E
CERTIFICATE OF SECRETARY
(Required for bidders which are corporations)

I CERTIFY that:

I am the duly qualified and acting Secretary of _____,
[Name of Corporation]

a duly organized and existing corporation of the State of _____.
[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Managers of such corporation in a meeting legally held on the ___ day of _____, 20____, and entered in the minutes of such meeting in the minute book of the Corporation.

RESOLVED, that this corporation enter and that _____, the
[Insert Name of Person Executing Bid Form]
_____ *[Position with Corporation]* of this corporation, is authorized and directed to execute on behalf of and as the act of this corporation the Bid Form for the Travis County Healthcare District dba Central Health, RHP 7 Community Needs Update, RFP, #1702-001, together with all associated documents and, should this corporation be the successful bidder for that project, to execute on behalf of and as the act of the corporation all necessary documents to effect a written contract between this corporation and Travis County Healthcare District d/b/a Central Health for the RHP 7 Community Needs Update, Project #1702-001.

The Secretary is directed to attach a copy of the Bidding Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date _____

Secretary _____

Attachment F
DRAFT
Central Health Standard Contract Terms and Conditions

The following terms will form the basis of any contract resulting from this RFP. Although these terms are not exclusive, they will be the terms used in the contract addressing these issues unless a deviation from the terms as set forth herein is requested.

1.1 CONTRACTOR CERTIFICATIONS

1.2 Contractor certifies that Contractor is a duly qualified, capable, and bondable business entity or individual; Contractor is not in receivership and does not contemplate it; and Contractor has not filed for bankruptcy and does not contemplate it. Further Contractor certifies that it is not currently delinquent with respect to payment of property taxes within Central Health.

1.3 Contractor warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Contract have been adhered to and further warrants that Central Health shall not be liable for any infringement of those rights and that any rights granted to Central Health shall apply for the duration of the Contract. Contractor shall indemnify Central Health, its officers, agents, and employees from all claims, losses, damages, causes of action, and liabilities of every kind, including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in Contractor's performance under this Contract.

2.1 PAYMENTS

2.2 Payment shall be made by check or electronic transfer of funds by Central Health upon satisfactory delivery and acceptance of the goods or services required under this Contract and submission of a paper invoice to the address below:

Central Health
ATTN: Accounts Payable
1111 E. Cesar Chavez Street,
Austin, Texas 78702

or submission of an electronic invoice sent to: finance@centralhealth.net.

2.3 At a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information if payment is to be made to a different address; (ii) Central Health contract or purchase order number, if applicable; (iii) identification of service(s) as outlined in the Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount of goods or services provided, as applicable; and (v)

payments made under this Contract to any HUB subcontractor(s); and (vi) any additional payment information which may be called for by the Contract.

3.0 TIN REQUIRED. Before Central Health can process a payment for Contractor, Contractor must provide Central Health with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules and regulations.

4.0 PROMPT PAYMENT ACT. Central Health will comply with all the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code, as applicable.

5.0 COVENANT AGAINST CONTINGENT FEES. Contractor warrants that no persons have or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, Central Health shall have the right to terminate this Contract without liability or, in its discretion and as applicable, to add to or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6.1 TERM OF CONTRACT

6.2 Initial Term. This contract is for a period of one year beginning upon the contract approval date by Central Health (the "Initial Term"). Contractor will not perform services until a contract has been executed by Central Health.

6.3 Renewal Terms. Central Health may unilaterally extend this contract for three (3) additional one (1) year periods (each a "Renewal Term") and all provisions of this contract shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Contract.

6.4 Holdover. Upon expiration of the Initial Term or any Renewal Term, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to negotiate or award a new contract.

7.1 TERMINATION

7.2 Termination for Default. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Contract and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Contract on any future date that is not less than thirty (30) days from the date of that further notice.

- 7.3 Termination for Convenience. In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, either party may terminate the Contract without cause by giving the other party at least one hundred and twenty (120) days written notice.
- 7.4 Termination for Gratuities. Central Health may terminate this Contract if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Contractor or any agent or representative of the Contractor to any Central Health official or employee with a view toward securing favorable treatment with respect to this Contract. If this Contract is terminated by Central Health pursuant to this provision, Central Health shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
- 7.5 Funding Out. Despite anything to the contrary in this Contract, if, during budget planning and adoption, Central Health fails to provide funding for this Contract for the following Central Health fiscal year, Central Health may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

8.1 CONTRACTOR LIABILITY, INDEMNIFICATION, AND CLAIMS NOTIFICATION

- 8.2 Indemnification by Contractor. Contractor shall and does agree to indemnify, protect, defend, and hold harmless Central Health, its officers, board members, agents, and employees from and against all claims, losses, damages, liens, causes of action, suits, judgments, expenses, and liabilities of every kind whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services and/or goods provided by Contractor under this Contract. It is the expressed intention of the parties to this Contract, both Contractor and Central Health, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect Central Health from the consequences of Contractor's actions.
- 8.3 Claims Notification. If any claim or other action, including a proceeding before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor in relation to the performance of this Contract, Contractor shall give written notice to Central Health of the claim or other action within three (3) working days after being notified of it or the threat of it, including the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in this Contract. Except as

otherwise directed, Contractor shall furnish to Central Health copies of all pertinent papers received with respect to these claims or actions.

- 9.0 Access and Audit. During the term of this Contract and for a period of four (4) years following termination of this Contract, Central Health maintains the right to review and audit any of the books and records of the Contractor relating to the Contractor's performance and receipt of payments under this Contract. Central Health may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives retained by Central Health. Central Health will conduct such review or audit upon reasonable notice to the Contractor, at its own expense, and during regular business hours. The records shall be retained beyond the fourth year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or litigation involving this Contract is not finally resolved.
- 10.0 Ownership. All drawings, specifications, plans, computations, sketches, data, creative works, photographs, videos, tapes, renderings, models, publications, statements, accounts, reports, studies, trade names or trademarks, and works of authorship, written, oral or otherwise expressed, developed, conceived or prepared by Contractor or any subcontractors in connection with the Services (collectively, "Work Product"), whether or not accepted or rejected by Central Health, are the property of Central Health and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 10.1 Contractor hereby grants and assigns to Central Health all rights and claims of whatever nature whether now or hereafter arising in and to the Work Product and will cooperate fully with Central Health in any steps Central Health may take to obtain patent, copyright, trademark or like protections with respect to the Work Product.
- 10.2 Central Health will have the exclusive right to use the Work Product for the completion of the Services or otherwise. Central Health may, at all times, retain the originals of the Work Product. Contractor may not allow the Work Product to be used by any person, other than Central Health, on other projects unless expressly authorized by Central Health in writing.
- 10.3 The Work Product will not be used or published by Contractor or any other party unless expressly authorized by Central Health in writing. Contractor will treat all Work Product as confidential.
- 10.4 Section 7.4 shall survive termination of this Agreement.
- 11.0 **SUBCONTRACTS**
- 11.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written

waiver of this right of approval from Central Health. To the extent that Contractor submitted subcontracts as part of its proposal and that part of the proposal was accepted by Central Health, those subcontracts are hereby approved.

11.2 It is acknowledged by Contractor that no officer, agent, employee or representative of Central Health has the authority to grant such approval or waiver unless expressly granted that specific authority by Central Health Board of Managers.

11.3 If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure that HUBs have a maximum opportunity to be subcontractors under this Contract. Contractor must obtain Central Health approval of all proposed HUB subcontractors through the Purchasing Supervisor. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

12.0 NOTICES. Any notice required or permitted to be given under this Contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address set forth in this section.

12.1 The address of Central Health for all purposes under this Contract is:
President and CEO
Travis County Healthcare District 1111 East Cesar Chavez Street, Austin,
Texas 78702

12.2 The address of the Contractor for all purposes under this Contract is:
Contractor Name
Contractor Street Address City, State Zip

12.3 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

13.0 AMENDMENTS. This Contract may be amended only by an instrument in writing that is signed by both parties. Amendments to this Contract shall be effective as of the date stipulated therein. Contractor acknowledges that no Central Health officer, agent, employee, or representative has any authority to amend this Contract unless expressly granted that specific authority by Central Health Board of Managers.

14.0 ASSIGNMENT

14.1 Assignment. Central Health may assign any of its obligations under this Contract. Contractor may assign any of its rights or obligations under this Contract only with the prior written consent of Central Health. No official, employee, representative, or

agent of Central Health has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Central Health Board of Managers.

14.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors-in-interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

14.3 Name Change. If a change of name is required, the Purchasing Supervisor shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Central Health.

15.0 **FORCE MAJEURE**. Neither Central Health nor Contractor will be deemed to have breached this Contract or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Contract if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Contract.

16.0 **NON-WAIVER OF DEFAULT**. No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant, or condition of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition.

17.0 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**. Contractor shall provide the services and activities to be performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and City of Austin orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101- 336 [S.993] ("ADA"), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor shall not discriminate against any employee, applicant for employment, or plan participant based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all services and activities under this Contract, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.

18.0 CONSTRUCTION OF CONTRACT

- 18.1 Law and Venue. The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.
- 18.2 Severability. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Contract shall remain valid and binding.
- 18.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this Contract.
- 18.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Central Health has declared a holiday for its employees, the last day is the next business day that is not a Central Health holiday.
- 18.5 Gender and Number. Words of any gender in this Contract shall be construed to include any other gender, and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.
- 18.6 Conflicts Among Documents. The parties understand and agree that if there is found to be any conflict between the provisions of this Contract and any provision in the RFP or proposal, the provisions within this Contract will prevail. In the event of any conflict between the provisions of the RFP and the Proposal, the provisions within the RFP shall prevail over the Proposal, except to the extent that the Contractor submitted in its proposal specific deviations to the RFP that were accepted by Central Health.
- 19.0 ENTIRE CONTRACT. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.
- 20.0 NO THIRD-PARTY BENEFICIARY. No provision of this Contract is intended to benefit any person or entity, nor shall any person or entity not parties to this Contract have any right to seek to enforce or recover any right or remedy with respect hereto.

21.1 DISPUTE RESOLUTION

21.2 Definition of Dispute. "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Contract, including the validity, construction, meaning, performance, effect, or breach of the Contract.

21.3 Negotiation. In the event of a Dispute between the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation as set forth herein.

21.4 Mediation. If a Dispute arises between the parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 PUBLIC INFORMATION ACT. The parties acknowledge and agree that Central Health is subject to the provisions of the Texas Public Information Act ("PIA"). If Central Health receives a request for disclosure of any information related to the good or services provided under this Contract or for information provided to Central Health under this Contract that constitutes a record under the PIA, the information must qualify for an exception provided by the PIA to be withheld from public disclosure. Contractor authorizes Central Health to submit any information provided under the Contract or otherwise requested to be disclosed, including information that the Contractor has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be accepted from public disclosure under the PIA. If Central Health does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, Central Health is not obligating itself by this Contract to submit the information to the Attorney General for a determination. Central Health shall have no obligation or duty to advocate the confidentiality of the Contractor's material to the Attorney General or to any other person or entity. It is the Contractor's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability Central Health, its officers, board members, employees, agents, and

attorneys with respect to disclosure of information provided under this Contract or otherwise created, assembled, maintained, or held by the Contractor, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Contract.

- 23.0 CONFLICT-OF-INTEREST. Contractor shall complete the Conflict-of-Interest Questionnaire (“Questionnaire”), attached to this Agreement as Attachment D, as required by Chapter 176 of the Local Government Code and submit it together with this signed Agreement. Contractor shall also complete the Disclosure of Interested Parties Form (“Form 1295”), attached to this Agreement as Attachment E, which pursuant to Section 2252.908 of the Texas Government Code, must be filed with the Texas Ethics Commission not later than thirty (30) days after the execution of this Agreement. Contractor shall update this Questionnaire and Form 1295, if any statement on either document becomes incomplete or inaccurate. The updated document(s) must be submitted to Central Health Administrative Coordinator, 1111 E. Cesar Chavez, Austin, Texas 78702, not later than the seventh (7th) business day after the date on which the Contractor becomes aware of an event that makes a statement in the questionnaire incomplete or inaccurate.
- 24.0 RECORDS AND CONFIDENTIALITY. Contractor shall maintain information created, sent, or received under this Contract in accordance with all applicable laws and regulations, including but not limited to the federal Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as amended.
- 25.0 INDEPENDENT CONTRACTOR. This Contract does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Contract services are and shall remain throughout the term of this Contract those of an independent contractor. Contractor agrees and understands that Contractor is not and shall not be entitled to any of the rights and privileges established for Central Health employees.
- 26.1 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Certification under this Section provides for compliance with certification requirements under 15 C.F.R. Part 26, “Government-wide Debarment and Suspension.” By signing this Agreement, Contractor hereby certifies that, to the best of its knowledge and belief, it:
- (a) is not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.