

Travis County Healthcare District d/b/a Central Health

Request for Qualification (RFQ) 1405-001

Financial Audit Service



**CENTRAL
HEALTH**

May 6, 2014

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

RFQ Summary:

Travis County Healthcare District d/b/a Central Health ("Central Health") is requesting Proposals from qualified certified public accounting firms to provide Financial Audit Services for Travis County Healthcare District d/b/a Central Health ("Central Health"), and two of its three component units, Central Texas Community Health Centers d/b/a/ CommUnityCare ("CommUnityCare") and Community Care Collaborative ("CCC"). The Proposer should be qualified and experienced in the independent audit of governmental entities and nonprofits.

RFQ 1405-001
Request for Qualification
Financial Audit Service

RFQ Number: 1405-001
RFQ Title: Financial Audit Service

RFQ Start Date: May 6, 2014

Pre-Proposal Meeting Date (Optional): May 15, 2014 at 10:00am CT

Questions Due: May 21, 2014 at 5:00pm CT
Response Date: May 26, 2014 at 5:00pm CT

RFQ Contact: Purchasing Coordinator
purchasing@centralhealth.net

RFQ End Date: June 3, 2014 at 2:00pm CT

Contract Duration: One (1) Year
Contract Renewal: 4 Optional Renewal Year

Responses and Prices Good for: 90 days

Bid Comments: Interested firms are invited to submit Proposals in accordance with the instructions in this Request for Qualification (RFQ) No. 1405-001.

Only Paper Submittals are being accepted.

One original Proposal submittal, five (5) copies and 1 electronic copy (CD, DVD or flash drive) must be delivered to the following location (consultant may place samples/portfolio on the electronic device used for the submittal):

**Central Health
Attn: Purchasing Coordinator
1111 E. Cesar Chavez St.
Austin, TX 78702**

Proposals received at the designated location after the published time and date will not be considered.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

Central Health seeks qualifications in response to this Request for Qualifications (RFQ) from certified public accounting firms (hereinafter referred to as Auditor) qualified and experienced in the independent audit of governmental entities and nonprofits to perform an audit of the Central Health's basic financial statements and related duties (Attachment A, Scope of Work) of this solicitation. In addition, Central Health seeks qualifications for audits of two of its three component units: CommUnityCare and the CCC.

B. SCOPE OF PROCUREMENT


The scope of procurement shall encompass the defined Scope of Work, detailed in Attachment A of this RFQ. The contract is for one (1) year with four (4) 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 COORDINATOR

Central Health has designated a Purchasing Coordinator who is responsible for the conduct of this procurement on behalf of Central Health and its Associated Entities, and whose name, address and e-mail address are listed below.

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

RFQ 1405-001 Financial Audit Service
Tena Southwell, Purchasing Coordinator
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 Coordinator as identified on BidSync and Central Health's Website; http://www.centralhealth.net/current_solicitations.html. **Entities may ONLY contact the Purchasing Coordinator regarding the procurement.** Entities should not contact individual Central Health/Associated Entities Board Members or Central Health/Associated Entities 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.

“Associated Entities” or “Associated Entity” means CommUnityCare and/or the Community Care Collaborative.

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

"BidSync Website" is the following link: www.bidsync.com

"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.

"Contractor" means a successful offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Purchasing Coordinator 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”).

"District" means Travis County Healthcare District d/b/a Central Health (“Central Health”)

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

"Evaluation Committee Report" means a document prepared by the Purchasing Coordinator and the Evaluation Committee for submission to the Central Health Board Managers or Central Health CEO or the Associated Entities for contract award. It contains all written determinations resulting from the procurement.

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

"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 offeror's proposal.

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

“Proposal” means a response or submittal to this RFQ

"Purchasing Coordinator," means the person or designee authorized by Central Health and Associated Entities to manage or administer a procurement requiring the evaluation of competitive sealed Proposals.

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

"Responsible Offeror" means an offeror who submits a responsive Proposal and who has furnished, when required, information and data to prove that his 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 Qualifications. Material respects of a Request for Qualifications include, but are not limited to, quality, quantity or delivery requirements.

E. BACKGROUND INFORMATION

This section provides background on Central Health, and the operating environment of Central Health, which may be helpful to the Offeror in preparing the Proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

Goals and Objectives

Central Health's goal is to provide access to health care for eligible residents of Travis County. Central Health typically assists those residents who are at or below 200% of the Federal Poverty Level. Central Health also considers its role as that of a community steward in order to leverage and collaborate with community partners to improve the health status of all members of the community.

Summary

Central Health is a hospital district -created by Chapter 281 of the Texas Health and Safety Code. It was formed in 2004 pursuant to an election by Travis County voters. It is governed by a nine-member Board of Managers, four of whom are appointed by the City of Austin, four of whom are appointed by Travis County, and one of which is jointly appointed by both. It has a staff of approximately sixty-five (65) employees, including the President and CEO, who reports directly to the Board of Managers.

Under Chapter 281, Central Health's primary responsibility is to provide medical and hospital care to the indigent and needy of Travis County, and Central Health's mission is to provide healthcare to those who need it most.

Central Health's primary revenue source is property tax, which accounts for about 80% of its total revenue. In addition to property tax, Central Health receives lease payments (currently about 19% of total revenue) from Seton Healthcare Family for the lease of University Medical Center Brackenridge, which Central Health owns and Seton operates.

Central Health is organized and operated primarily as a healthcare financing agency and does not provide direct patient care. Rather, it contracts with a number of providers, including Seton Healthcare Family (mostly acute care) and three Federally Qualified Health Centers (mostly primary care).

Information about CommUnityCare and the CCC can be found in the Scope of Work, Attachment A.

Since its inception, Central Health has received an unqualified audit opinion on its annual financial statements. Central Health's audited financial statements can be found at the following website address: http://www.centralhealth.net/annual_reports.html

Visit us online at www.centralhealth.net

II. CONDITIONS GOVERNING THE PROCUREMENT

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

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

A. SEQUENCE OF EVENTS

<u>Action</u>	<u>Date</u>
1. Issuance of RFQ	5/6/14
2. Pre-Proposal Meeting	5/15/14 at 10:00am CT
3. Deadline to Submit Questions	5/21/14
4. Response to Written Questions (in the form of RFQ Amendment)	5/26/14
5. Deadline to Submit Proposal	6/3/14 by 2:00pm CT
6. Posting of Evaluation Report	TBD
7. Selection of Finalists	TBD
8. Interview by Finalists	TBD
9. Protest Deadline	See Below

Offeror, who received notification of this solicitation by means other than through Central Health mailing, shall contact the Purchasing Coordinator 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 OFFERORS SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either informing Central Health of their 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/>

<https://www.bidsync.com/>

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 RFQ

This RFQ is being issued by Central Health.

2. Pre-Proposal Meeting, Optional

Pre-Proposal Meeting is scheduled for **May 15, 2014 at 10:00am CT**. The meeting will be held at the Central Health location at 1111 E. Cesar Chavez St., Austin TX 78702. Participation is encouraged but not mandatory.

The Pre-Proposal Meeting is for informational purposes only. Any verbal statement regarding the RFQ prior to the award will be considered non-binding. The only formal interpretation of the RFQ will be made by RFQ amendment or addendum issued by the Purchasing Coordinator. **Any questions asked during the Pre-Proposal meeting must also be sent to the Purchasing Coordinator at the email address listed in Section I, Paragraph C.** A copy of such amendment or addendum will be posted on BidSync, ESBDB and Central Health's Website as listed in Section II, Paragraph A. The Pre-Proposal meeting will be audio recorded for reference purposes only.

3. Deadline to Submit Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFQ until close of business on **May 21, 2014**. All written questions must be submitted via e-mail to the Purchasing Coordinator (See Section I, Paragraph C).

4. Response to Written Questions/RFQ Amendments

Written responses to written questions will be addressed in the RFQ addendums and will be distributed by close of business on **May 26, 2014** via BidSync, the Electronic State Business Daily ("ESBD") and Central Health website to all potential Offerors.

The Purchasing Coordinator must receive additional written requests for clarification of distributed answers and/or addendums no later than two (2) days after the answers and/or addendums were issued. The email subject lined should state "Clarifications to Questions and Answers - RFQ 1405-001"

5. Submission of Proposal

THE PURCHASING COORDINATOR OR DESIGNEE MUST RECEIVE ALL OFFEROR PROPOSALS FOR REVIEW AND EVALUATION **NO LATER THAN 2:00PM CENTRAL TIME ON June 3, 2014**. ***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 Coordinator 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 the Financial Audit Service. Proposals submitted by facsimile or other electronic means will not be accepted.

All Offerors are expected to carefully examine the RFQ documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Coordinator (Section I, Paragraph C). It is Central Health's intent that all information necessary to complete a response is included in this RFQ. It is the responsibility of the Offeror to obtain clarification of any information contained herein that is not fully understood.

Central Health/Associated Entities are responsible for interpretation of the wording of this RFQ.

Answers to inquiries regarding the RFQ's content will only be given in writing. **Any verbal statement regarding the RFQ prior to the award shall be considered non-binding.** The only formal interpretation of the RFQ will be made by RFQ amendment or addendum issued by the Purchasing Coordinator. A copy of such amendment or addendum will be posted on BidSync, ESBID and Central Health's Website.

A public log will be kept of the names of all offeror organizations that submitted Proposals. The contents of any Proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

An evaluation committee appointed by Central Health/Associated Entities management will perform the evaluation of proposals (the "Evaluation Committee"). The Purchasing Coordinator may initiate discussions with Offerors 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 Offerors.

7. Selection of Finalists

The selection process will be conducted in two steps. In step one, the Evaluation Committee will evaluate and score written submittals/Proposal statements 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/Respondents that will be invited to submit a cost proposal. Only "short listed" finalists will be invited to participate in the subsequent steps of the procurement.

8. 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 Offeror. BAFOs may be clarified and amended at the finalist Offeror's interview, if applicable. Any BAFO, as well as the entire Proposal, will become part of the contract, if awarded.

9. Interviews of Finalists

Based on the results of the cost proposal evaluation, Central Health/Associated Entities at their 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. The 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, Offeror's qualifications and to evaluate the Offeror's Team as defined in Section III, Paragraph A.1. When conducted, interview scores will stand-alone and will be used as the basis for recommendation and award of a contract. The Purchasing Coordinator will schedule the time for each Offeror presentation, if applicable. All Offeror presentations will be held at Central Health at the address indicated in Section I, Paragraph C. Each interviewee will be allowed fifteen (15) minutes of setup and one (1) hour for the presentation.

10. Contract Award

An award will be made to the Offeror submitting the best responsive and responsible Proposal that satisfies Central Health's/Associated Entities' requirements and provides the best overall value to

Central Health/Associated Entities over the life of the project, as determined by Central Health/Associated Entities in their sole discretion. Awards for the audits of CommUnityCare or the CCC will be made separately and will be under separate contract(s) with Central Health/Associated Entities, as applicable. Offerors may receive an award from all three entities, or from one or two entities.

11. Protest Deadline

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

Appellant 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/Associated Entities' decision is final.

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors 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 RFQ.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

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

An Offeror 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/Associated Entities personnel

will not merge, collate, or assemble Proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their Proposals at any time prior to the deadline for receipt of Proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Purchasing Coordinator.

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 RFQ, including cost proposal prices, will be considered firm ninety (90) days after the due date for receipt of Proposals.

8. Disclosure of Proposal Contents

It is our intention that Proposals will 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 Coordinator will not disclose or make public any pages of a Proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" unless required to by law or regulation.

Proprietary or confidential data as identified by the Offeror shall be readily separable from the Proposal in order to facilitate eventual public inspection of the other portions of the Proposal. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received by Central Health/Associated Entities for disclosure of data, which the Offeror has identified as proprietary or confidential, the Offeror will receive pursuant to the requirements outlined in the Texas Public Information Act. Unless the Offeror takes legal action to prevent the disclosure, the Proposal will be so disclosed. The Proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. Negotiations

The Purchasing Coordinator or designee shall participate in all negotiations. Discussions may be conducted with responsible Offerors who submit Proposals to the RFQ determined to be reasonably susceptible of being selected for award. Those Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals. Offerors 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/Associated Entities' sole discretion. Any BAFO, as well as the entire Proposal will become part of the awarded contract.

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

CommUnityCare and the CCC may conduct their negotiations separately and apart from Central

Health.

10. Termination

This RFQ may be canceled at any time and any and all Proposals may be rejected in whole or in part when Central Health determines such action to be in the best interest of Central Health/Associated Entities.

11. Sufficient Appropriation

Any contract awarded as a result of this RFQ 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/Associated Entities require that all Offerors agree to be bound by the General Requirements contained in this RFQ. Any Offeror concerns must be promptly brought to the attention of the Purchasing Coordinator.

13. Basis for Proposal

Only information supplied by Central Health/Associated Entities in writing through the Purchasing Coordinator or in this RFQ should be used as the basis for the preparation of Offeror Proposals.

14. Contract Terms and Conditions

Central Health, CommUnityCare and CCC may separately enter into contracts with the awarded Offeror. The contracts between Central Health and each Associated Entity and awarded Offeror will follow the format specified and contain the terms and conditions set forth in Central Health's Contract Terms and Conditions, set forth in Attachment F, CommUnityCare's Contract Terms and Conditions, set forth in Attachment G, and CCC's Contract Terms and Conditions, set forth in Attachment H. Central Health and each Associated Entity reserve the right to negotiate with a successful Offeror provisions in addition to those contained in this RFQ. The contents of this RFQ, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the terms and conditions, as contained in this Section or in Attachments F, G or H, that Offeror must propose specific alternative language. Central Health/Associated Entities may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to Central Health/Associated Entities and will result in disqualification of the Offeror's Proposal.

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

15. Offeror's Terms and Conditions

Offerors must submit with the Proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with Central Health/Associated

Entities, as applicable.

16. Contract Deviations

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

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFQ. The Evaluation Committee will reject the Proposal of any Offeror who deemed by Central Health/Associated Entities to not be a Responsible Offeror or who fails to submit a Responsive Offer.

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 Contractor Representatives

Central Health/Associated Entities reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of Central Health/Associated Entities, meeting their needs adequately.

20. Central Health/Associated Entities Rights

- Reject any or all Proposals and discontinue the RFQ process without obligation or liability to any respondent;
- 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 respondents;
- Accept Proposals from one or more entity;
- 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 Offerors, Offerors and Contractors must secure from Central Health/Associated Entities 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 Offeror's Proposal or termination of the contract.

22. Ownership of Proposals

All documents submitted in response to this Request for Qualification shall become the property of Central Health/Associated Entities.

23. Electronic mail address, **required**

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

24. Use of Electronic Versions of this RFQ

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

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

It is Central Health's/Associated Entities' policy that HUBs have the maximum opportunity to participate in the performance of Central Health/Associated Entities contracts and subcontracts. Proposers shall 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/Associated Entities, may result in termination of the contract.

To be eligible under this program, HUB contractors and subcontractors must be certified as a HUB, M/WBE, or DBE 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/Associated Entities reserves the right to verify any entity's HUB status prior to contract award.

26. Suspension and Debarment Requirement

The Offeror 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 Offeror 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 RFQ 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 Offeror's response. Failure to conform to these specifications may result in the disqualification of the Proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one Proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original copy of their Proposal and supporting technical and/or sample documentation, five (5) identical 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 either on CD, DVD or 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

All Proposals **must** be typewritten and placed within a binder with tabs delineating each section.

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 Offeror is a corporation
- i) Other Supporting Material (may be included on the electronic device), (optional)

Within each section of their Proposal, Offerors should address the items in the order in which they appear in this RFQ. All forms provided in the RFQ 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 Offerors 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 from other portions of the Offeror's Proposal.

Offerors 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;
- 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 RFQ.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification described in Section IV, Paragraph A below. The narratives along with required supporting materials will be evaluated and awarded points as described below.

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

A. Mandatory Specifications

1. Team's Structure (Total of 20 points)

Project leadership, key personnel, and any subcontractor proposed to work on the Scope of Work as described in Attachment A, shall be known collectively, as "Offeror's Team" or the "Team." Central Health/Associated Entities are interested in the Offeror's Team organizational structure. Offeror should identify the project leadership, reporting responsibilities, how the prime firm will interface with Central Health Staff. Central Health is also interested in how sub-contractors (if any), will work within the Team structure.

Offeror should include an organizational chart and brief narrative. The narrative should include activities, responsibilities, and Team members proposed to work on the project identified in the RFQ Scope of Work. Offeror should include key personnel who may be sub-contractors.

2. Team's Project Approach (Total of 30 Points)

Central Health/Associated Entities are interested in the Team's overall understanding of the project scope and issues. Offeror must describe any significant project issues and the Team's approach in addressing those issues. Offeror must reference issues seen on similar scoped projects, and the overall approach to mitigate those and other issues. Offeror must describe its Team's methods of successfully completing the work at the stated time and budget; its Team's understanding of the techniques and sequencing required; and how the prime firm will interface with Central

Health's/Associated Entities' appointed representative. Offeror must identify whether or not major sub-contractors will perform any of the work as defined in the Scope of Work, Attachment A and sub-contractors (if any) placement in the overall approach to the project.

3. Experience of Key Staff (20 Points)

Central Health/Associated Entities are interested in the experience of the key personnel proposed to work on the project outlined in the Scope of Work, Attachment A. Offeror must submit professional resumes (no more than two (2) pages each) of each key personnel proposed to perform services under this contract. The resumes should demonstrate the experience, certification and expertise of the proposed staff and include their history and success of projects similar to the scoped project and budget. Offeror must list three (3) projects meeting these criteria that have been completed in the past ten (10) years for each key personnel.

4. Firm Qualifications (30 Points)

Central Health/Associated Entities are interested in the Offeror's overall experience and qualifications and in the Offeror's history and experience with projects of similar scope and budget as described in the solicitation. Offeror must prepare a narrative describing its experience in the audit industry and especially with relevant clients, e.g. local governments, nonprofits, or healthcare-related entities. Offeror must list also three (3) projects meeting these criteria that have been completed in the past five (5) years. Offeror must include the comparable services that relate to those listed in the Scope of Work, a brief narrative describing the project and the Offeror's role in the project.

Proposals must include client references from the three (3) listed projects. The minimum information that must be provided about each reference is:

- a. Name of individual or company that services were provided for;
- b. Mailing address of individual or company;
- c. Name of contact person;
- d. Telephone number of contact person;
- e. Type of services provided and dates services were provided; and
- f. Current e-mail address of the contact person.

Offerors if requested may be required to assist with the coordination of communications with client references.

5. Interview (TBD)

If selected as a finalist for the Short-list as described in Section II, Paragraph B.7, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed Team members identified by the Offeror in the Proposal.

V. EVALUATION

A. Evaluation Point Summary

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

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1. Team's Structure	20
2. Team's Project Approach	30
3. Experience of Key Staff	20
4. Firm Qualifications	<u>30</u>
TOTAL	100
5. Interview (TBD)	<u>TBD</u>

B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror Proposals will be reviewed for compliance with the mandatory requirements stated within the RFQ. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Purchasing Coordinator may contact the Offeror 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 Offerors with the highest scores will be selected as short listed finalist offerors based upon the Proposals submitted. Short listed Finalist will be asked to submit a cost Proposal. Based on the Offerors Proposals, a list of finalist may be invited to present their Proposals to the Evaluation Committee. Points awarded from the interviews will be evaluated and scored separately. The Responsible Offeror whose Proposal is most advantageous to Central Health/Associated Entities, taking into consideration the evaluation factors in Section V and cost Proposal will be recommended for contract award as specified in Section II, Paragraph B.10. Offerors who are asked or choose to submit a revised Proposal for the purpose of obtaining Best and Final Offers will 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
RFQ 1405-001
Financial Audit Service**

FINANCIAL STATEMENTS (AND SINGLE AUDIT SERVICES, AS APPROPRIATE)

1. PURPOSE

The Travis County Healthcare District, doing business as and hereinafter referred to as Central Health, seeks qualifications in response to this Request for Qualifications (RFQ) from certified public accounting firms (hereinafter referred to as “Auditor”) qualified and experienced in the independent audit of governmental entities and nonprofits to perform an audit of the Central Health’s basic financial statements (“BSF”s) and related duties (see section 3, Scope of Work).

In addition, Central Health seeks qualifications for audits of two of its three component units, as follows:

1. CommUnityCare, a 501(c)(3) tax-exempt corporation that is a co-applicant with Central Health for the Federally Qualified Health Center (FQHC) status that provides certain federal benefits (e.g. discounted medications and Federal Tort Claims Act insurance coverage for medical providers). They are also a recipient of federal funds.
2. Community Care Collaborative, a 501(c)(3) corporation formed pursuant to a Master Agreement between Central Health and Seton Healthcare Family.

See background section 2.3 for further information on these component units. Each unit will enter into a separate contract with the Auditor for financial audit services.

Both Central Health and the two component units above contemplate a one-year initial contract with four possible one-year extensions.

2. BACKGROUND

2.1. Central Health Fund

Central Health reports its annual financial statements according to Generally Accepted Accounting Standards for state and local governments. Central Health reports its operating fund (its only fund) on an enterprise-fund basis and therefore publishes only its basic financial statements (including the notes to the financial statements) and required supplementary information; it does not produce a Comprehensive Annual Financial Report.

2.2. Federal and State Awards

Central Health is considered a recipient of federal funding because of its co-applicant FQHC status but is not currently receiving any grant funds. Central Health has received federal funding in the past and was required to have a single audit in only one fiscal year. See Section 3.1.2 for Single Audit services, if required.

2.3. Component Units

From its inception through and including fiscal year 2011, Central Health was reported as a component unit

of Travis County. For fiscal year 2012, Travis County did not include Central Health as a component unit based on its determination of its reporting entity under GASB 61, *The Financial Reporting Entity: Omnibus—an amendment of GASB Statements No. 14 and No. 34*.

Central Health’s reporting entity, as discussed in section 1, includes the following discretely presented component units: Sendero Health Plans, Inc., CommUnityCare, and the Community Care Collaborative.

Sendero Health Plans, Inc. (“Sendero”) is legally separate from Central Health and is a single-member 501(c)(4) corporation, wholly owned by Central Health. Services for Sendero are not a part of this RFQ. The Central Health Board approves appointments to and removals from the Sendero Board, but there is little overlap between the membership of the two boards other than the chairperson of the Sendero Board being a Central Health Board member. There is a financial benefit/burden relationship between Central Health and Sendero in that Central Health has assumed the obligation to provide financial support to Sendero in the form of advances for risk-based capital. However, Sendero does not provide services entirely or mostly to Central Health alone; rather, as a Medicaid Managed Care Organization, it provides services to an eight-county area under a contract with the Texas Health and Human Services Commission. Sendero is expected to pay any debts it incurs with its own resources.

The Central Texas Community Health Centers, Inc. (“CommUnityCare”), is a discrete component unit of Central Health. CommUnityCare is a separate legal entity from Central Health, but Central Health and CommUnityCare are joint holders of the Federally Qualified Health Center status that allows the clinics now operated by CommUnityCare to receive an enhanced level of Medicaid reimbursement and to participate in the Federal 340B program for reduced-cost prescription medicines as well as receive Grant Funds. In addition, CommUnityCare’s assets are almost entirely for the benefit of the population that Central Health serves. Central Health has the ability to access a majority of the assets of CommUnityCare, and those assets are significant to Central Health.

As discussed in Section 1, CommUnityCare is also seeking qualifications from Auditors to perform audits of its financial statements for fiscal years 2014 through 2016. See Exhibits A through F for the following information pertinent to the audit of CommUnityCare:

- Exhibit A CommUnityCare Background Information
- Exhibit B CommUnityCare FY 2012 Audited Financial Statements and Notes
- Exhibit C CommUnityCare Organizational Chart
- Exhibit D CommUnityCare Finance Organizational Chart
- Exhibit E CCC Partial Year Financial Statement
- Exhibit F Central Health Organizational Chart

The Community Care Collaborative (“CCC”) is a 501(c)(3) corporation formed on June 1, 2013 pursuant to a Master Agreement (“MA”) between Central Health and Seton Healthcare Family (“Seton”). The CCC is a separate legal entity. The Central Health Board of Managers appoints a majority of its governing board. There is a financial benefit/burden relationship between Central Health and the CCC because Central Health provides a subsidy to the CCC. However, due to certain powers that are reserved to Seton in the MA, Central Health cannot control the CCC. The CCC does not meet any of GASB’s criteria for blended reporting and is therefore presented as a discrete component unit in Central Health’s financial statements.

As discussed in Section 1, the CCC is also seeking qualifications from Auditors to perform audits of its financial statements for fiscal years 2014 through 2016. See initial partial year financial statements for the CCC in Exhibit E

2.4. Governmental Accounting Standards Board (GASB)

Central Health/Associated Entities generally follows private-sector standards of accounting and financial reporting issued prior to December 1, 1989 to the extent that those standards do not conflict or contradict guidance of GASB pronouncements.

In accordance with GASB Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*, Central Health's financial statements include a statement of net assets, a statement of revenues, expenses, and changes in net assets, and a statement of cash flows.

2.5. Software and Accounting Records

Central Health/Associated Entities uses Abila MIP Fund Accounting software (formerly Sage MIP) as its general ledger package. Central Health/Associated Entities' payroll is processed by Automated Data Processing, Inc. (ADP). Central Health/Associated Entities uses ADP's human resource module for its personnel management activities. Central Health's financial records are maintained in Abila, ADP, or in Microsoft Office.

Central Health and CCC maintains its accounting records at its headquarters, located at 1111 E. Cesar Chavez, Austin, Texas 78702.

CommUnityCare maintains its accounting records at its headquarters, located at 2115 Kramer Lane, Suite 100, Austin, Texas 78758.

2.6. Organization of Central Health/Associated Entities and the Finance Department

Central Health and CCC finance department operates under the direction of the Central Health Vice-President and Chief Financial Officer, Jeff Knodel, CPA, who reports to the Central Health Executive Vice-President and Chief Operating Officer, Larry Wallace. Central Health and CCC's accounting function is part of the finance department. The Controller, who reports to the Director of Financial Planning and Management, and is responsible for the preparation of Central Health and CCC monthly, unaudited financial statements and for the preparation of all audit work papers prepared by the client.

CommUnityCare's finance department operates under the direction of the CommUnityCare Chief Financial Officer, Carolyn Konecny, who reports to the CommUnityCare Chief Executive Officer, George N. Miller Jr. CommUnityCare's accounting function is part of the finance department.

See attached organization charts (Exhibit C, D and F) for a picture of Central Health/Associated Entities organization.

3. SCOPE OF WORK for CENTRAL HEALTH/ASSOCIATED

The Auditor's performance within this scope of work is divided into two categories of services, the "Basic Services" and "Special Services" as described below. In consideration of Central Health's/Associated Entities' payments, Auditor shall provide all labor, materials, and supervision necessary to perform the two categories of services.

3.1. Basic Services

3.1.1. Audit of Basic Financial Statements

Beginning with fiscal year ending September 30, 2014, Auditor shall conduct four consecutive financial audits of Central Health's external financial statements, as applicable. This service will be performed in accordance with the generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA) and the standards applicable to financial statement audits contained in the Government Auditing Standards issued by the Comptroller General of the United States. The Auditor shall express an opinion on the fair presentation of its Basic Financial Statement in conformity with GAAP. The Auditor is not required to audit Management's Discussion and Analysis (MD&A) or required supplementary information. However, the Auditor shall apply certain limited procedures to evaluate the methods of the measurement and presentation of such required supplementary information.

3.1.1.1.

The Auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of which they become aware to the following parties:

Chief Financial Officer; and,
Central Health's Audit and Compliance Committee and CommUnityCare's Finance Committee ("Audit and Finance Committee").

The Auditor shall assure himself that Central Health/Associated Entities Audit and Finance Committee is informed of required topics, in conformance with Generally Accepted Auditing Standards.

3.1.1.2.

The Auditor shall prepare a "management letter" if a reportable condition is identified. The letter shall communicate to Central Health/Associated Entities CEO and the members of the Audit and Finance Committee any reportable conditions (i.e. significant deficiency or material weakness). The letter shall contain the responses from the responsible Central Health executive(s). Prior to issuance, the Auditor shall review the proposed draft letter in its entirety with the Central Health/Associated Entities' Chief Financial Officer. Subsequent to issuance, the Auditor shall review the final letter with the Central Health/Associated Entities Audit and Finance Committee if requested to do so.

3.1.1.3.

In the required reports on internal controls, the Auditor shall communicate any significant deficiencies or material weaknesses found during the audit. A deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed; or when the persons performing the control do not possess the necessary authority or competence to perform the control effectively. A significant deficiency is a deficiency, or combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

In addition to the reports discussed within the RFQ that are currently required by State and Federal grantors and by regulatory bodies such as the AICPA, GASB, and others, the Auditor

shall likewise issue any other reports subsequently required by these or similar entities following completion of the financial or single audit.

3.1.1.4.

The Auditor will prepare the Statement of Cash Flows for Central Health/Associated Entities and will produce hard copies of the annual report.

3.1.1.5.

The Auditor shall furnish services and materials necessary for the performance of a review of Central Health's/Associated Entities planning, preparation and implementation of GASB pronouncements, as appropriate.

3.1.1.6.

The Auditor shall attend periodic conferences as requested with Central Health/Associated Entities officials and regulatory officials.

3.1.1.7.

The Auditor shall present his/her opinion and any other required communications to the Central Health/Associated Entities Audit and Finance Committee at a scheduled meeting.

3.1.2. Single Audits of Federal and State Financial Assistance Programs

CommUnityCare is required to undergo an annual Single Audit. Central Health has had only one single audit prepared, which was done in fiscal year 2011, in connection with a federal grant for the construction of the North Central Clinic; and Central Health does not anticipate having a necessity for a single audit during the period covered by this RFQ. However, when there are years in which a single audit is required, the Auditor shall perform financial and compliance audits of Federal Financial Assistance Programs in accordance with the Single Audit Act of 1996, as amended, Office of Management and Budget (OMB) Circulars and any amendments or supplements thereto. The Auditor shall also perform any necessary auditing procedures on state programs in accordance with the provisions of the State of Texas Uniform Grant Management Standards and the State of Texas Single Audit Circular. Successor publications will also apply.

Any single audit reports issued must include the following:

3.1.2.1.

A report on internal accounting controls made as a part of the audit of the BFS.

3.1.2.2.

A report on compliance with laws and regulations that may have a material effect on the BFS.

3.1.2.3.

A report on the supplementary Schedules of Federal/State Financial Assistance.

3.1.2.4.

A report on compliance with laws and regulations related to major financial assistance programs.

3.1.2.5.

Reports on fraud, abuse, or illegal acts or indication of such acts, including all questioned costs found as the result of these acts, information of which should be covered in a separate written report and transmitted immediately to the Central Health's/Associated Entities Controller and the Chief Financial Officer.

In addition, the Auditor shall perform the following:

3.1.2.6.

Provide a draft report for review by the Controller and Chief Financial Officer of Central Health/Associated Entities.

3.1.2.7.

Prior to issuance of the Single Audit Reports, the Auditor shall review and evaluate Central Health's/Associated Entities proposed Plans for Corrective Action, if any.

3.1.2.8.

The Auditor shall assist Central Health/Associated Entities in obtaining acceptance of the Plans for Corrective Action by the Cognizant agency.

3.1.2.9.

The Auditor shall issue by March 31 of each year of the contract period.

3.2. Special Services

The Auditor shall not be obligated to perform any other Special Services, nor shall Central Health/Associated Entities be obligated to pay for any other Special Services unless such Special Services are requested in a written notice signed by the Chief Financial Officer or designee from Central Health/Associated Entities.

3.3. Coordinate Performance

The Auditor's principal contact with Central Health/Associated Entities will be the Chief Financial Officer or designee, who will coordinate the assistance to be provided by Central Health/Associated Entities to the Auditor.

3.4. Reports

Auditor shall submit reports and progress updates required by the Chief Financial Officer for Central Health/Associated Entities.

3.5. Schedule of Performance

In general, the Auditor shall begin fieldwork the first or second week in November of the relevant year and have final numbers for the financial statements to Central Health/Associated Entities around the middle of December of the applicable year. Bound copies of the report should be ready to distribute to Central Health's/Associated Entities Audit and Compliance Committee in the second or third week of January of the immediately following applicable year.

3.6. Record Retention

The Auditor shall retain for seven years certain records relevant to their audits and review of the Basic Financial Statements of Central Health/Associated Entity and any designated associated entities. Records to be retained include the Auditor's work papers and certain other documents that contain conclusions, opinions, analyses, or financial data to the audit or review.

The Auditor shall make hard or soft copies of its audit work papers and provide them to Central Health/Associated Entities at its request throughout the term of the audit contract and for an additional three years thereafter.

4. Central Health/Associated Entities Responsibilities.

4.1. Administrative Assistance

The staff of Central Health/Associated Entities designee and responsible management personnel will be available during the audit to assist Contractor by providing information, documentation and explanations.

4.2 Work Area, Telephones, Photocopying and FAX Machines.

Central Health/Associated Entities will provide Contractor with reasonable workspace, desks and chairs. Contractor will also be provided with access to telephone lines, photocopying facilities and FAX machines.

4.4 Internal Control and Compliance.

Central Health/Associated Entities Chief Financial Officer or designee will be responsible for establishing and maintaining internal control and for compliance with the provisions of contract agreements, and grants.

4.5 Financial Records.

Central Health/Associated Entities will be responsible for making all financial records and related information available to the Contractor required for the Contractor's audit and Central Health/Associated Entities will be responsible for the accuracy and completeness of that information.

4.5 Fraud Detection and Prevention.

Central Health/Associated Entities will be responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing contractor about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control and (c) others where the fraud could have a material effect on the financial statements. In addition, Central Health/Associated Entities will be responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

**Attachment B
Acknowledgement of Receipt Form**

In acknowledgement of receipt of this Request for Qualification, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment H.

The acknowledgement of receipt should be signed and returned 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): _____

Number of years providing services/systems similar to those requested in this RFQ: _____

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

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

Certification	Yes	No
Is Proposer/Respondent currently in the process of filing for bankruptcy?		
Has Proposer/Respondent filed for bankruptcy within the past five (5) years?		
Do you certify that the Proposer/Respondent does not owe taxes to Travis County?		
Do you certify that the Proposer/Responder is not currently under suspension or debarment by any governmental entity (local/state/federal government)?		
Do you acknowledge that if the Proposer/Responder is currently under suspension or debarment, its submittal may not be considered?		

Individual authorized to bind Proposer/Respondent to contract:

Name/Title: _____

Telephone: _____ E-mail: _____

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

Name/Title: _____

Telephone: _____ E-mail: _____

Proposer/Respondent HUB Declaration

Are you certified as a HUB or an MBE/WBE/DBE source? If Yes No
yes, please attach your HUB certification.

Acknowledged Addendums _____ of _____

Contract Terms and Conditions

The contract terms and conditions identified in the RFQ will form the contract resulting from this RFQ, and the Proposer /Respondent’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:

- 1) Name of case
- 2) Date filed
- 3) Court in which filed
- 4) Judgment or result

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

Authorized Offeror 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 Central Health. As such, Central Health 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 Central Health: 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 Central Health’s “good faith effort” requirement include: **State:** <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>; **City:** <http://www.ci.austin.tx.us/snbr/vendors/certvendor.cfm>; and **TUCP:** <http://www.dot.state.tx.us/apps-cg/tucp/default.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)	E-mail address (if available)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 _____
 Signature of person doing business with the governmental entity

 Date

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]
_____ of this corporation, is authorized and directed to execute on behalf
of and *[Position with Corporation]*

as the act of this corporation the Bid Form for the Travis County Healthcare District dba Central Health _
_____, Project # _____, together with all associated
[Insert Name and Number of Project]

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 Construction of the Travis
County Healthcare District dba Central Health _____, Project # _____.
[Insert Name and Number of Project]

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 _____

President _____

Attachment F

Central Health Standard Contract Terms and Conditions

The following terms will form the basis of any contract resulting from this RFQ. 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.

1.0 CONTRACTOR CERTIFICATIONS

- 1.1 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.
- 1.2 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.

2.0 PAYMENTS

- 2.1 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:

Travis County Healthcare District
ATTN: TCHD Accounts Payable
1111 E. Cesar Chavez Street,
Austin, Texas 78702

or submission of an electronic invoice sent to:

Finance@centralhealth.net.

- 2.2 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 District 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 rule 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.

6.0 **TERM OF CONTRACT**

6.1 **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.

6.2 **Renewal Terms.** Central Health may unilaterally extend this contract for 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.

6.3 **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.

7.0 **TERMINATION**

7.1 **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.

7.2 **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.

7.3 **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 District 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.

- 7.4 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 District 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.
- 7.5 Transition Services Upon Termination. Following notice of termination by either party, Contractor agrees to reasonably cooperate with any successor company engaged by District for the provision of services similar to Contractor's Services (a "Successor Vendor"), for the period of ninety (90) days, in order to facilitate a smooth transition of operations. Upon the effective date of termination of this Contract, Contractor will deliver to District, in an electronic format reasonably acceptable to District, all data accumulated by Contractor in the performance of this Agreement. For the performance of other activities related to the transition, District and Contractor will mutually agree on the compensation to be paid to Contractor for such additional services.

8.0 CONTRACTOR LIABILITY, INDEMNIFICATION, AND CLAIMS NOTIFICATION

- 8.1 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.
- 8.2 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 Central Health 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. 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.
- 11.2 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 District approval of all proposed HUB subcontractors through the Purchasing Coordinator. 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 INSURANCE. The Contractor shall carry insurance sufficient to provide adequate protection for the services or good provided under this Contract.

13.0 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.

13.1 The address of Central Health for all purposes under this Contract is: Patricia

A. Young Brown (or her successor in office)
President and CEO
Travis County Healthcare District

1111 East Cesar Chavez Street,
Austin, Texas 78702

13.2 The address of the Contractor for all purposes under this Contract is:

Contractor Name
Contractor Street Address
City, State Zip

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

14.0 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 District officer, agent, employee, or representative has any authority to amend this Contract unless expressly granted that specific authority by Central Health Board of Managers.

15.0 ASSIGNMENT

15.1 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.

15.2 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.

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

16.0 FORCE MAJEURE. Neither District 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.

17.0 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.

18.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Each party 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 local 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. No party shall 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, each party 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.

19.0 CONSTRUCTION OF CONTRACT

19.1 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.

19.2 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.

19.3 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.

19.4 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 District holiday.

19.5 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.

19.6 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 RFQ or proposal, the provisions within this Contract will prevail. In the event of any conflict between the provisions of the RFQ and the Proposal, the provisions within the RFQ shall prevail over the Proposal, except to the extent that the Contractor submitted in its proposal specific deviations to the RFQ that were accepted by Central Health.

20.0 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.

21.0 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,.

22.0 DISPUTE RESOLUTION

22.1 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.

22.2 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.

22.3 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.

23.0 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.

24.0 CONFLICT-OF-INTEREST. Contractor shall update the Conflict-of-Interest Questionnaire (“Questionnaire”) as required by Chapter 176 of the Local Government Code if any statement on the submitted Questionnaire becomes incomplete or inaccurate. In that event, Contractor shall submit an updated Questionnaire not later than the seventh (7th) business day after the date of an

event that makes a statement in the Questionnaire incomplete or inaccurate with Central Health Purchasing Coordinator, 1111 E. Cesar Chavez, Austin, Texas 78702.

- 25.0 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.
- 26.0 INDEPENDENT CONTRACTOR. This Contract does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Contractor's 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 District employees.
- 27.1 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 or 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.

Attachment G
CommUnityCare
General Terms and Conditions

- 1.0 **GENERAL DEFINITIONS:** 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.

“Central Texas Community Health Centers” d/b/a *“CommUnityCare”* is a 501(c) (3) non-profit organization providing healthcare services to underinsured and uninsured residents of Travis and surrounding counties. CommUnityCare was formerly a department of the City of Austin, transitioning to a nonprofit status on March 1, 2009. CommUnityCare has nineteen clinic locations, four dental locations, two administration locations, one of which also houses a pharmacy. These sites are located throughout the City of Austin and Travis County. Services provided are comprehensive primary care including pediatrics, behavioral health services, and dental care. CommUnityCare also provides treatment to persons affected by Acquired Immune Deficiency Syndrome (“AIDS”) and Human Immune-deficiency Virus (“HIV”), and care for the homeless at the Austin Resource Center for the Homeless. CommUnityCare provides services to people who are eligible for Medicaid, Medicare, Children’s Health Insurance Program (“CHIP”) or the Travis County Healthcare District Medical Assistance Program (“MAP”). Funding is also provided by grants received from federal, state and local governments; service revenue received from patients and other medical insurance and aid providers; and the Travis County Healthcare District (“Central Health”). CommUnityCare is legally separate from Central Health, but Central Health and CommUnityCare are joint holders of the Federally Qualified Health Center (“FQHC”) status that allows the clinics operated by CommUnityCare to receive an enhanced level of Medicaid reimbursement.

“Travis County Healthcare District” d/b/a *“Central Health”* was created under Chapter 281 of the Texas Health and Safety Code, is a limited-purpose taxing district responsible for providing or arranging healthcare to indigent residents of Travis County, Texas.

“Federally Qualified Health Center” or *“FQHC”* is a benefit under Medicare that was added effective October 1, 1991, when Section 1861(aa) of the Social Security Act (the Act) was amended by Section 4161 of the Omnibus Budget Reconciliation Act of 1990. FQHCs are “safety net” providers such as community health centers, public housing centers, outpatient health programs funded by the Indian Health Service, and programs serving migrants and the homeless. The main purpose of the FQHC Program is to enhance the provision of primary care services in underserved urban and rural communities.

“FQHC Board of Directors” FQHCs must be governed by a board of directors. The governing board ensures that the center is community based and responsive to the community’s health care needs. The board must include a majority (at least 51%) of active, registered clients of the health center who are representative of the populations served by the FQHC.

“Historically Underutilized Business” or *“HUB”* means any entity or association formed to make a profit in which one or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups, African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, or Women of any ethnicity, have the following rights:

- a. own at least fifty-one percent (51%) of all classes of shares or other equitable securities; and
- b. have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment, or expertise contributed to the business, where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her

community property, and not as if it is subject to the community property interest of the other spouse; and

c. have a proportionate interest and demonstrated active participation in the control, operation, and management of the business's affairs, where control means having recognized ultimate control over all day-to-day decisions affecting the business, and

d. is known to and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 **CONTRACTOR CERTIFICATIONS.** 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 the Travis County Healthcare District.

3.0 PAYMENTS

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

CommUnityCare
Attn. Accounts Payable
PO Box 17366
Austin TX 78760

or submission of an electronic invoice sent to: Alondra.amaya@communitycaretx.org.

3.2. 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) the 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.

4.0 **TIN REQUIRED.** Before CommUnityCare can process a payment for Contractor, Contractor must provide CommUnityCare 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 rule and regulations.

5.0 **TERM OF CONTRACT.** Initial Term and Renewal Terms: refer to contract for specific terms and renewal options.

6.0 **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.

7.0 TERMINATION

7.1. 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 before the 31st day after 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 the 31st day after the date of that further notice.

- 7.2. 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 thirty (30) days written notice.
- 7.3. Termination for Gratuities. CommUnityCare may terminate this Contract if it is found that a gratuity of any kind, including entertainment or gifts, was offered or given by the Contractor or any agent or representative of the Contractor to any CommUnityCare official or employee with a view toward securing favorable treatment with respect to this Contract. If this Contract is terminated by CommUnityCare pursuant to this provision, CommUnityCare shall be entitled, in addition to any other right and remedy, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
- 7.4. Funding Out. Despite anything to the contrary in this Contract, if, during budget planning and adoption, CommUnityCare fails to provide funding for this Contract for the following fiscal year, CommUnityCare may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.
- 7.5. Transition Services Upon Termination. Following notice of termination by either party, Contractor agrees to reasonably cooperate with any successor company engaged by CommUnityCare for the provision of services similar to Contractor's Services (a "Successor Vendor"), for the period of ninety (90) days, in order to facilitate a smooth transition of operations. Upon the effective date of termination of this Contract, Contractor will deliver to CommUnityCare, in an electronic format reasonably acceptable to CommUnityCare, all data accumulated by Contractor in the performance of this Agreement. For the performance of other activities related to the transition, CommUnityCare and Contractor will mutually agree on the compensation to be paid to Contractor for such additional services.

8.0 SUBCONTRACTS

- 8.1. 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 CommUnityCare. To the extent that Contractor submitted a subcontract as part of its proposal and that part of the proposal was accepted by CommUnityCare, each subcontract is hereby approved. It is acknowledged by Contractor that no officer, agent, employee or representative of CommUnityCare has the authority to grant such approval or waiver unless expressly granted that specific authority by CommUnityCare's Board of Directors.
- 8.2. 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 CommUnityCare approval of all proposed HUB subcontractors through the Purchasing Manager. 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.

9.0 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.

- 9.1. The address of CommUnityCare for all purposes under this Contract is:

CommUnityCare
Attn: CEO
2115 Kramer Lane, Suite 100
Austin TX 78758

with a copy to: General Counsel

9.2. The address of the Contractor for all purposes under this Contract is:

Contractor Name
Contractor Street Address
City, State Zip

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

10.0 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 CommUnityCare officer, agent, employee, or representative has any authority to amend this Contract unless expressly granted that specific authority by CommUnityCare's Board of Directors.

11.0 ASSIGNMENT

11.1. CommUnityCare 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 CommUnityCare. Such consent shall not be unreasonably withheld. No official, employee, representative, or agent of CommUnityCare has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by CommUnityCare's Board of Directors.

11.2. 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.

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

12.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Each party shall provide the services and activities to be performed under the terms of this Purchase Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Purchase Contract, 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); and the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA"). No party shall 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, each party 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.

- 13.0 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 Contractor to secure business. For breach or violation of this warranty, CommUnityCare 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.
- 14.0 ACCESS AND AUDIT: During the term of this Contract and for a period of four (4) years following termination of this Contract, CommUnityCare maintains the right to review and audit any of the books and records of Contractor relating to Contractor's performance and receipt of payments under this Contract. CommUnityCare may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives or through independent external auditors or representatives retained by CommUnityCare. CommUnityCare 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.
- 15.0 ENTIRETY OF AGREEMENT AND MODIFICATION: 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. 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 CommUnityCare officer, agent, employee, or representative has any authority to amend this Contract unless expressly granted that specific authority by CommUnityCare Board of Directors.
- 16.0 FORCE MAJEURE: Neither CommUnityCare 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.
- 17.0 NON-WAIVER OF DEFAULT. No waiver by either of the parties hereto or 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.
- 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 CommUnityCare has declared a holiday for its employees, the last day is the next business day that is not a Saturday, Sunday or CommUnityCare 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 RFQ or proposal, the provisions within this Contract will prevail. In the event of any conflict between the provisions of the RFQ and the Proposal, the provisions within the RFQ shall prevail over the Proposal, except to the extent that the Contractor submitted in its proposal specific deviations to the RFQ that were accepted by CommUnityCare.

19.0 NO THIRD PARTY BENEFICIARY. No provision of this Contract is intended to benefit any person or entity, nor shall any person or entity not a party to this Contract have any right to seek to enforce or recover any right or remedy with respect hereto.

20.0 DISPUTE RESOLUTION

20.1. 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.

20.2. 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 before the 31st day after the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation as set forth herein.

20.3. 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.

21.0 PUBLIC INFORMATION ACT. The parties acknowledge and agree that CommUnityCare is subject to the provisions of the Texas Public Information Act (“PIA”). If CommUnityCare receives a request for disclosure of any information related to the good or services provided under this Contract or for information provided to CommUnityCare 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 CommUnityCare 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 CommUnityCare does not have a good faith belief that information may be subject to an exception to disclosure under the PIA,

CommUnityCare is not obligating itself by this Contract to submit the information to the Attorney General for a determination. CommUnityCare 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 CommUnityCare, 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.

22.0 CONFLICT-OF-INTEREST. Contractor shall complete the Conflict-of-Interest Questionnaire ("Questionnaire") as required by Chapter 176 of the Local Government Code if any statement on the submitted Questionnaire becomes incomplete or inaccurate. In that event, Contractor shall submit an updated Questionnaire not later than the seventh (7th) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate with CommUnityCare Purchasing Manager, PO Box 17366 Austin TX 78760.

23.0 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. Contractor shall sign a Business Associate Agreement detailing the responsibilities of Contractor concerning the protecting of patient information.

24.0 INDEPENDENT CONTRACTOR. This Contract does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Contractor's 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 CommUnityCare employees.

25.0 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 currently 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 the date of 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 or records, making false statements, or receiving stolen property;
- (c) is not currently 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 the date of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- 26.0 FRAUD, WASTE AND ABUSE. Contractor agrees to report the existence (or apparent existence) of fraud, waste, or abuse related to HHS funds by calling the OIG hotline at 1-800-HHS-TIPS (1-800-447-8477) or TTY at 1-800-377-4950; by fax at 1-800-223-8164; by e-mail at HHSTips@oig.hhs.gov; or by mail at Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Avenue, SW, Washington, DC 20201. Fraud, Waste and abuse includes, but is not limited to, embezzlement, misuse, or misappropriation of HHS funds or property, and false statements, whether by organizations or individuals. Examples are theft of grant funds for personal use; suing funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the recipient; submitting false financial reports; and submitting false financial data in bids submitted to the recipient (for eventual payment under the grant).
- 27.0 CODE OF CONDUCT. Employees, volunteers, contractors and members of the Governing Board of CommUnityCare share the vision to provide primary health care, education, and preventive services to clients in the service area. The goal and purpose of the Code of Conduct is to maintain the integrity of CommUnityCare as a reliable healthcare provider and integral part of the community we serve. Compliance with the Code of Conduct simply means that we “do the right thing” and the Code is our guide toward that end. Our policies and procedures are written and implemented in compliance with the regulations and standards of health care, which essentially are “the right thing.” Contractor’s commitment to the CommUnityCare vision, mission and values to ethical conduct and to servicing others with your special and unique talents will help CommUnityCare success in meeting the health needs of our community and patients.

Attachment H
CCC
Terms and Conditions

1.0 CONSULTANT CERTIFICATIONS

- 1.1 Consultant certifies that Consultant is a duly-qualified, capable, and bondable business entity or individual; Consultant is not in receivership and does not contemplate it; and Consultant has not filed for bankruptcy and does not contemplate it. Consultant further certifies that it is not currently delinquent with respect to payment of property taxes within Travis County.
- 1.2 Consultant warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and further warrants that CCC shall not be liable for any infringement of those rights and that any rights granted to CCC shall apply for the duration of the Agreement. Consultant shall indemnify CCC, 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 Consultant's performance under this Agreement.
- 1.3 Certification under this section provides compliance with the certification requirements under 15 C.F.R. part 26, "Government-wide Debarment and Suspension." Consultant, by signing this Agreement, hereby certifies that, to the best of its knowledge and belief, it, its employees and its contractors:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it or any employee or consultant that participates in the scope of contracted services 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 or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are 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) have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Consultant is unable to certify to any of the statements in this section, Consultant shall provide an explanation of such inability prior to the Effective Date of this Agreement for CCC's consideration and evaluation, with the understanding that such inability may result in termination of this Agreement by CCC.

2.0 PAYMENTS

- 2.1 Payment shall be made by check or electronic payment by CCC upon satisfactory performance of the services required under this Agreement and submission of a paper invoice to the address

below:

CCC
ATTN: Accounts Payable
1111 E. Cesar Chavez St.
Austin, Texas 78702

or submission of an electronic invoice sent to:

Finance@traviscountyhd.org.

- 2.2 At a minimum, invoices shall include: (i) name, address, and telephone number of Consultant and similar information if payment is to be made to a different address; (ii) CCC contract number xxxxx, if applicable; (iii) identification of service(s) as outlined in the Agreement; (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 Agreement to any HUB subcontractor(s); and (vi) any additional payment information which may be called for by the Agreement.
- 2.3 Before CCC can process a payment for Consultant, Consultant must provide CCC 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 rule and regulations.

3.0 COVENANT AGAINST CONTINGENT FEES. Consultant warrants that no persons have or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Consultant to secure business. For breach or violation of this warranty, CCC shall have the right to terminate this Agreement 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.

4.0 TERM AND TERMINATION

4.1 TERM OF CONTRACT

4.1.1 Initial Term. This Agreement is for the period of One (1) year (the “Initial Term”).

4.1.2 Renewal Terms. CCC may unilaterally extend this Agreement for ___ additional twelve (12) month periods (each a “Renewal Term”) and all provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Agreement. The Initial Term and any Renewal Term(s) shall be referred to as the “Agreement Term.”

4.1.3 Holdover. Upon expiration of the Initial Term or any Renewal Term, Consultant agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to negotiate or award a new contract if additional services are needed. CCC agrees that any additional services provided by Consultant during any holdover period shall be paid by CCC at Consultant’s rates as stated in this Agreement, without regard to the Agreement Cap.

5.0 TERMINATION

5.1 Termination for Default. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement 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 Agreement on any future date that is not less than thirty (30) days from the date of that further notice.

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

6.0 MISCELLANEOUS

6.1 CONSULTANT LIABILITY, INDEMNIFICATION, AND CLAIMS NOTIFICATION

- 6.1.1 **Indemnification by Consultant.** Consultant shall and does agree to indemnify, protect, defend, and hold harmless CCC, 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 out of the negligent acts or omissions of Consultant in connection with the services and/or goods provided under this Agreement. It is the expressed intention of the parties to this Agreement that the indemnity provided for in this paragraph is indemnity by Consultant to indemnify and protect CCC from the consequences of Consultant's actions.
- 6.1.2 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 Consultant in relation to the performance of this Agreement, Consultant shall give written notice to CCC of the claim or other action within five (5) 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 Agreement. Except as otherwise directed, Consultant shall furnish to CCC copies of all pertinent papers received with respect to these claims or actions.

7.0 CCC ACCESS AND AUDIT. During the term of this Agreement and for a period of four (4) years following termination of this Agreement, CCC maintains the right to review and audit any of the books and records of Consultant relating to Consultant's performance and receipt of payments under this Agreement. CCC may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives retained by CCC. CCC will conduct such review or audit upon reasonable notice to Consultant, 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 Agreement is not finally resolved.

8.0 FEDERAL REVIEW. During the term of the Agreement and for a period of four (4) years following termination of the Agreement, Consultant shall make available, upon written request by the U.S. Secretary of Health and Human Services, or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, the contract, and books, documents, and records necessary to certify the nature and extent of the costs of providing services under the Agreement. If Consultant carries out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This section is included pursuant to and is governed by the requirements of 42 U.S.C. §1395x.

9.0 SUBCONTRACTS

9.1 Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from CCC. To the extent that Consultant submitted subcontracts as part of its proposal and that part of the proposal was accepted by CCC, those subcontracts are hereby approved. It is acknowledged by Consultant that no officer, agent, employee or representative of CCC has the authority to grant such approval or waiver unless expressly granted that specific authority by CCC Board of Directors.

9.2 If a subcontract is approved, Consultant 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 Agreement. Consultant must obtain CCC approval of all proposed HUB subcontractors. Failure by Consultant to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Agreement and may result in termination of this Agreement.

10.0 INSURANCE. Consultant shall carry insurance sufficient to provide adequate protection for the services or good provided under this Agreement. Consultant will provide certificate(s) of insurance within ten (10) working days from the execution date of this agreement.

11.0 NOTICES. Any notice required or permitted to be given under this Agreement 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.

11.1 CCC's address for all purposes under this Agreement is:

Larry Wallace
Executive Director
Community Care Collaborative
1111 East Cesar Chavez Street
Austin, Texas 78702

11.2 Consultant's address for all purposes under this Agreement is:

Consultant Name
Company Name
Company Address
City, State, ZIP

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

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

13.0 ASSIGNMENT

13.1 Assignment. CCC may assign any of its obligations under this Agreement. Consultant may assign any of its rights or obligations under this Agreement only with the prior written consent of CCC. No official, employee, representative, or agent of CCC has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by CCC Board of Directors.

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

13.3 Name Change. If a change of name is required, CCC shall be notified immediately. No change in the obligation of or to Consultant will be recognized until it is approved by CCC.

14.0 FORCE MAJEURE. Neither CCC nor Consultant will be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement 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 Agreement.

15.0 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 Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition.

16.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Consultant shall provide the services and activities to be performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local 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. Consultant 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 Agreement, Consultant 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.

17.0 CONSTRUCTION OF CONTRACT

17.1 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 Agreement 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.

17.2 Severability. If any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and binding.

17.3 Headings. Headings and titles at the beginning of the various provisions of this Agreement 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 Agreement.

17.4 Computation of Time. When any period of time is stated in this Agreement, 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 CCC has declared a holiday for its employees, the last day is the next business day that is not a CCC holiday.

17.5 Gender and Number. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

18.0 ENTIRE CONTRACT. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

19.0 NO THIRD-PARTY BENEFICIARY. No provision of this Agreement is intended to benefit any person or entity, nor shall any person or entity not a party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.

20.0 DISPUTE RESOLUTION

20.1 Definition of Dispute. “Dispute” means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of the Agreement.

20.2 **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.

20.3 **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.

21.0 PUBLIC INFORMATION ACT. The parties acknowledge that CCC may be subject to the provisions of the Texas Public Information Act ("PIA"). If CCC receives a request for disclosure of any information related to the good or services provided under this Agreement or for information provided to CCC under this Agreement that constitutes public information under the PIA, CCC shall notify Consultant of such request within five (5) business days. Consultant and CCC acknowledge that the information must qualify for an exception provided by the PIA to be withheld from public disclosure. Consultant authorizes CCC to submit any information provided under the Agreement or otherwise requested to be disclosed, including information that Consultant has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. If CCC does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, CCC is not obligating itself by this Agreement to submit the information to the Attorney General for a determination. CCC shall have no obligation or duty to advocate the confidentiality of Consultant's material to the Attorney General or to any other person or entity. It is Consultant'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. Consultant waives any claim against and releases from liability CCC, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Agreement or otherwise created, assembled, maintained, or held by Consultant, 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 Agreement.

22.0 INDEPENDENT CONSULTANT. This Agreement does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Consultant's services are and shall remain throughout the term of this Agreement those of an independent Consultant. Consultant agrees and understands that Consultant is not and shall not be entitled to any of the rights and privileges established for CCC employees.

23.0 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 Consultant or any subcontractors in connection with the Services (collectively, "Work Product"), whether or not accepted or rejected by CCC, are the property of CCC and for its exclusive use and re-use at any time without further compensation and without any restrictions.

23.1 Consultant hereby grants and assigns to CCC all rights and claims of whatever nature whether now or hereafter arising in and to the Work Product and will cooperate fully with CCC in any

steps CCC may take to obtain patent, copyright, trademark or like protections with respect to the Work Product.

23.2 CCC will have the exclusive right to use the Work Product for the completion of the Services or otherwise. CCC may, at all times, retain the originals of the Work Product. Consultant may not allow the Work Product to be used by any person, other than CCC, on other projects unless expressly authorized by CCC in writing.

23.3 The Work Product will not be used or published by Consultant or any other party unless expressly authorized by CCC in writing. Consultant will treat all Work Product as confidential.

23.4 Section 24.0 shall survive termination of this Agreement.

24.0 ATTACHMENTS. The attachments to this Agreement are hereby made a part of this Agreement as if set forth verbatim herein and constitute promised performances by the parties in accordance with all terms of this Agreement.

25.0 RECORDS AND CONFIDENTIALITY. Consultant shall maintain information created, sent, or received under this Agreement 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. Attachment B sets out the responsibilities of business associates under HIPAA.

Attachment I

2014 to 2016 Strategic Plan

http://www.centralhealth.net/strategic_plan.html