

**Travis County Healthcare District d/b/a Central Health**

**Request for Proposal (RFP)  
1510-001**

**Benefit Management Services**



**CENTRAL  
HEALTH**

**Issued: October 29, 2014**

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

**RFP 1510-001**  
**Request for Proposal**  
**Benefit Management Services**

RFP Number: 1510-001  
RFP Title: Benefit Management Services

RFP Start Date: October 29, 12014  
RFP End Date: **November 26, 2014**

Pre-Proposal Meeting Date (Optional): None  
Questions Due: November 12, 2014 at 5:00pm CT  
Response Date: November 15, 2014 at 5:00pm CT

RFP Contact: Purchasing  
[purchasing@centralhealth.net](mailto:purchasing@centralhealth.net)

Contract Duration: 1 year  
Contract Renewal: Optional, Three (3) one-year renewals  
Prices Good for: 90 days

Bid Comments: Interested firms are invited to submit Proposals in accordance with the instructions in this Request for Proposals (RFP) No. 1510.001

**Only paper responses will be accepted.**

**Proposals received at the designated location after the published time and date cannot be considered.**

**Description:**

Travis County Healthcare District d/b/a Central Health (hereinafter called “Central Health”) is requesting Proposals from qualified entities to provide Benefits Management Services for Central Health, and its affiliated entities.

**One original Proposal submittal, 4 copies and 1 electronic copy (CD, DVD or flash drive) must be delivered to the following location:**

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

**By 2:00pm CENTRAL TIME, Tuesday, November 26, 2014**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Travis County Healthcare District d/b/a Central Health (“Central Health”) is interested in obtaining the services of a qualified firm to provide technical advice and consulting assistance in the development of a comprehensive benefits management system consisting of strategic and operational components as set out in more detail in the Scope of Work, Exhibit A of this solicitation.

The strategic component consist of strategic benefits planning with analyses and updates to implement and refine benefits strategies, as well as assistance with the acquisition/renewal of various benefits plan contracts.

The operational component consists of account/vendor management to assist Central Health in ensuring that responsive and quality services are provided by the benefit providers.

### **B. SUMMARY SCOPE OF WORK**

The scope of work shall consist of current background and benefit program information, project description, evaluation, recommendation, implementation and administration of Central Health’s planning efforts and related timelines.

### **C. SCOPE OF PROCUREMENT**

The scope of procurement shall encompass the defined Scope of Work, detailed in Exhibit A of this RFP. The contract duration is for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the Central Health, pursuant to funding availability and satisfactory service provision, as determined by the Central Health.

### **D. PURCHASING**

Central Health has designated a Purchasing Supervisor who is responsible for the conduct of this procurement whose name, address and email address are listed below.

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

Norma Williams, Purchasing Supervisor  
Central Health  
1111 East Cesar Chavez Street.  
Austin, TX 78702  
[purchasing@centralhealth.net](mailto:purchasing@centralhealth.net)

Any inquiries or requests regarding this procurement should be submitted to the Purchasing Supervisor as identified on BidSync and Central Health’s Website; [http://www.centralhealth.net/current\\_solicitations.html](http://www.centralhealth.net/current_solicitations.html). Entities may contact ONLY the Purchasing Supervisor regarding the procurement. Entities should not contact individual Central Health Board Members, Central Health President and CEO, or Central Health staff regarding this solicitation. Such contact may result in disqualification of the entity initiating the contact.

E. DEFINITION OF TERMINOLOGY

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

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

“BidSync” is the following link:

[www.bidsync.com](http://www.bidsync.com)

“Central Health Website” is the following link:

[http://www.centralhealth.net/current\\_solicitations.html](http://www.centralhealth.net/current_solicitations.html)

“Close of Business” means 5:00 PM Central Time “CT”

“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 Supervisor including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

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

“Evaluation Committee Report” means a document prepared by the Purchasing Supervisor and the Evaluation Committee for submission to the Central Health Board Members or CEO 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 Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” 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 chooses to submit a proposal.

“Purchasing Supervisor,” means the person or designee authorized by Central Health to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Request for Proposals” or “RFP” 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 Proposals. Material respects of a request for Proposals include, but are not limited to, price, quality, quantity or delivery requirements.

F. **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.

**Overview of the Healthcare District**

Central Health was created by a vote of Travis County residents on May 15, 2004 as allowed under Chapter 281 of the Texas Health and Safety Code. The formation of Central Health was in large part due to a collaborative effort that focused on educating the voters about the healthcare issues facing the Travis County community. This effort was led by a steering committee that included physicians, healthcare advocates, members of the business community, elected officials, and the Integrated Care Collaboration (ICC),

among others. Central Health was created to address key issues including overcrowding in the emergency rooms resulting in more frequent ambulance diversions and a lack of locally funded inpatient psychiatric beds.

### **Taxation**

Upon creation of Central Health, Travis County and the City of Austin transferred to the new organization a portion of their tax bases dedicated for health care. After this transfer, Central Health assumed responsibility for levying taxes to finance healthcare services. The creation of Central Health served to redistribute the cost for health care more equally across city and county residents. Previously, City of Austin residents paid a higher percentage of their taxes for health care than did those residing within the County but outside the City limits. With the creation of Central Health, the tax burden is distributed equally across all residents. The tax levy may not exceed 25 cents on each \$100 of the taxable value of property taxable by Central Health. Central Health Board of Managers approved a tax rate of .0789 per \$100 valuation for fiscal year 2012. For 2011, the rate was .0719 per \$100 valuation; for 2010, the rate was .0674 per \$100 valuation; for 2009, the rate was .0679 per \$100; for 2008, the tax levy was .0693 per \$100; for 2005 and 2006, the tax levy was .0779 per \$100.

### **Inherited Responsibilities & Services**

In addition to the tax base, Central Health received ownership of and responsibility for University Medical Center Brackenridge, which is operated through a lease agreement with the Seton Family of Hospitals. Central Health does not provide any direct healthcare services but rather contracts with a number of entities, including its affiliated 501(c) (3) CommUnityCare, to operate and manage facilities to provide necessary services. In an effort to expand services to the largest number of people possible, Central Health also contracts with numerous other local healthcare providers.

### **Issues and Challenges**

Like many communities across the nation, Travis County is struggling to meet the healthcare needs of its residents. The cost of health care is rising and many residents are not able to secure health insurance, because either it is not available to them or it is too expensive. In order to meet the healthcare needs of the population in the most cost effective way, it is critical that residents have access to a range of healthcare services in appropriate settings. When this is not available, care is accessed in the most expensive settings such as the emergency room at the local hospital.

### **Vision Statement**

Central Texas is a model healthy community.

### **Mission Statement**

Central Health creates access to healthcare for those who need it most.

Visit us online at [www.centralhealth.net](http://www.centralhealth.net)



## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Central Health	10/29/14
2. Deadline to Submit Questions	Potential Offerors	11/12/14
3. Distribution List Response	Potential Offerors	11/14/14
4. Response to Written Questions/RFP Amendments	Central Health	11/17/14
5. Submission of Proposal	Offeror	11/26/14
6. Proposal Evaluation	Evaluation Committee	12/10/14
7. Selection of Finalists	Evaluation Committee	TBD
8. Best and Final Offers from Finalists	Offeror	TBD
9. Oral Presentation by Finalists	Offeror	TBD
10. Contract Award	Central Health	TBD
11. Protest Deadline	Offeror	see below

### B. EXPLANATION OF EVENTS

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

#### 1. Issue of RFP

This RFP is being issued by Central Health.

2. Deadline to Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **Wednesday, November 12, 2014 by 5:00 CT**. All written questions must be submitted via e-mail to the Purchasing Supervisor (See Section I, Paragraph D).

3. Distribution List Response Due

Potential offerors should hand deliver, return by fax, by registered or certified mail or email the “**Acknowledgement of Receipt Form**” that accompanies this document (Exhibit B) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **Friday, November 14, 2012 by 5:00pm CT**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt.

**\*Note: Respondent/Offeror is responsible for checking the web sites below for any addenda, which may be applicable to this solicitation.**

[http://www.centralhealth.net/current\\_solicitations.html](http://www.centralhealth.net/current_solicitations.html)

<http://esbd.cpa.state.tx.us/>

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

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential offerors on **Monday, November 17, 2014 by 2:00pm** via BidSync, the Electronic State Business Daily (“ESBD”) and Central Health website and to all submitted “Acknowledgement of Receipt Form” that include e-mail address.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Purchasing Supervisor no later than **two (2) days** after the answers and/or amendments were issued.

5. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING SUPERVISOR OR DESIGNEE NO LATER THAN 2:00 PM CENTRAL TIME ON WEDNESDAY, NOVEMBER 26, 2014.**

**Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Purchasing Supervisor at the address listed in Section I, Paragraph D.

Proposals **must** be sealed and labeled on the outside of the package (**clearly indicate**) that they are in response to the **Benefit Management Service solicitation #1510-001**. Proposals submitted by facsimile or other electronic means will not be accepted.

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

Central Health is responsible for interpretation of the wording of this RFP. Its staff will not give verbal answers to inquiries regarding the RFP contents. **Any verbal statement regarding the RFP prior to the award shall be considered non-binding.** The only formal interpretation of the RFP will be made by RFP amendment or addendum issued by the Purchasing Supervisor. A copy of such amendment or addendum will be posted on BidSync, ESBD and Central Health's Web Site.

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

The evaluation of proposals will be performed by an evaluation committee appointed by Central Health management. The Purchasing Supervisor 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 evaluation committee will evaluate and score written submittals/Proposal statements using the evaluation criteria identified in Section V. Based on the scoring, the evaluation committee will develop a "short list" of Proposers/Respondents that may be invited for oral presentations with the committee. Only finalists will be invited to participate in the subsequent steps of

the procurement.

8. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **TBD**. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

9. Oral Presentation by Finalists

Based on the results of the proposal evaluation, Central Health may determine that it is necessary to interview short listed offerors prior to making a recommendation for negotiations, Best and Final Offer and ultimate contract award. Otherwise, Central Health may move from the proposal evaluation phase to the negotiations and Best and Final Offer phase. Finalist offerors may be required to present their proposals to the Evaluation Committee. The purpose of the interview, if conducted, is to ensure the committee's understanding of the Proposal, Offerors qualifications and to evaluate the Offerors team. When conducted, interview scores will stand-alone and will be used to finalize the short list of Proposals. The Purchasing Supervisor will schedule the time for each offeror presentation. All offeror presentations will be held at Central Health (Section I, Paragraph D). Each presentation may be limited in duration. All finalists will be given the same length of time.

10. Contract Award

Offerors are reminded that this is a **negotiated** procurement and, as such, an award will not necessarily be made to the offeror submitting the lowest-priced submittal. If an award is made as a result of this RFP, that award will be made to the offeror submitting the best responsive proposal that satisfies Central Health's requirements and provides the best overall value to Central Health over the life of the project, as determined by Central Health in its sole discretion.

11. Protest Deadline

Protests before award must be submitted in writing to the Purchasing Supervisor not later than six (6) calendar days after proposal/submittal opening, and protests after award must be submitted within ten (10) calendar days after award by Central Health. The Purchasing Supervisor shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Supervisor's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Supervisor, who shall present the matter for final resolution to 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 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 RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after due date for the receipt of a best and final offer if one is solicited.

8. Disclosure of Proposal Contents

The 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 the material that is proprietary or confidential. The Purchasing Supervisor will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Texas Public Information Act. 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 for disclosure of data for which an offeror has made a written request for confidentiality, the Office of the Attorney General shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. 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 Supervisor shall participate in all negotiations. Discussions may be conducted with responsible Offerors who submit proposals to the RFP 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 offerors may also be permitted after submission and before award for the purpose of obtaining best and final offers. Any Best and Final Offer, 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.

10. Termination

This RFP 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.

11. Sufficient Appropriation

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

12. Legal Review

Central Health requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Purchasing Supervisor.

13. Basis for Proposal

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

14. Contract Terms and Conditions

The contract between Central Health and a contractor will follow the format specified by Central Health and contain the terms and conditions set forth in Exhibit F, "Contract Terms and Conditions (Draft)". However, Central Health reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, 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 Central Health's terms and conditions, as contained in this Section or in Exhibit F, the offeror must propose specific alternative language. Central Health 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 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.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between Central Health and the selected 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 RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or 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 that 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 reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of Central Health, meeting its needs adequately.



20. Central Health Rights

- Reject any or all proposals and discontinue the RFP 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 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 Proposals shall become the property of Central Health.

23. Electronic mail address **required**

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

24. Use of Electronic Versions of this RFP

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

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

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

To be eligible under this program, HUB contractors and subcontractors must be certified as a HUB, 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 Building and Procurement Commission.
- State of Texas Statewide HUB Program.

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

26. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Appendix 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"), attach to this RFP as Exhibit D, and include it with the proposal. For additional information concerning filling out the Questionnaire, see Central Health website at [http://www.centralhealth.net/conflict-of-interest\\_questionnaires.html](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 and four (4) identical copies of their proposal, one (1) original and four (4) copy of supporting technical or sample documentation and one (1) electronic identical copy either on CD, DVD or flash drive to the location specified in Section I, Paragraph D 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 copy of Acknowledgement of Receipt Form
- f) HUB Form
- g) Completed Conflict of Interest
- h) Other Supporting Material

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

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

The proposal summary may be included by 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

Each proposal **must** be accompanied by a letter of transmittal. The letter of transmittal **MUST**:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization that can 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 that can contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.

#### **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each mandatory specification (either on this form or with a separate response sheet that is numbered and is cross-referenced to the specifications). The narratives along with required supporting materials will be evaluated and awarded points accordingly.

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

##### **A. Mandatory Specifications**

###### **1. Technical Approach (30 points)**

###### **A. General Project Implementation**

- a) Describe the proposed project work plan (tasks, schedules, resources) to meet the implementation activities/dates outlined in the Scope of Work. The work plan should assume a January 2014 open enrollment timeframe for benefits effective March 1, 2014.

###### **B. Strategic Benefits Planning Services**

- a) Describe the approach/process for assisting clients in the development of an integrated employee benefits strategic plan. Identify client resource requirements needed to support the effort.
- b) Identify the key considerations in developing a benefit strategy.
- c) Based on experience in current client engagements, describe the greatest challenges to the client in implementing changes in the plan design.

- d) Describe the tools and methodologies used by your firm and that you provide to your clients to develop, assess, and quantify plan design changes.
- e) Describe the options that have been generally developed and presented to clients for adoption with regard to healthcare programs.
- f) Describe the evaluation processes, tools, and methodologies used to assess the impact associated with the implementation of revised designs.
- g) Provide a detailed description of the tools, methodologies, and process used to support vendor selection or renewals. Include any recommended methodologies to determine the optimal number/types of firms to be included in various benefit plan solicitations.
- h) Outline the specific services available to support the negotiation of contractual agreements with vendors.
- i) Identify the types of benchmark information/sources (local, regional, national) used to support solicitation/selection of vendors.
- j) Describe your firm's approach, experience, and available data in the design of an employee contribution strategy.
- k) Summarize any unique support, research, compliance assistance, and technical service made available to employees and clients. Please highlight those areas of assistance that specifically address ACA reporting requirements. Describe your firm's portfolio of total services, if available.
- l) Describe your approach/process to monitor trends, best practices and emerging developments in the healthcare industry and how these trends are communicated/ incorporated in plan designs.
- m) Describe educational programs and training offered to clients that would assist a healthcare client with expanding its knowledge of industry trends and developments.
- n) Describe resources/approach to monitor ACA changes and how they are communicated to and supported for your clients.

### C. Account/Vendor Management

- a) Describe your firm's approach/process to ensure that Central Health plan remains in legal compliance and fully reflects the latest legislative mandates.
- b) Describe the methods used to monitor the ongoing performance of the insurance carriers.
- c) Describe the approach/tools/methods used to monitor and report insurer solvency.
- d) Describe the approach/methods used to assess the value and services of vendors for vendors not previously assessed for other clients.
- e) Describe in detail the account management philosophy and approach used to foster a strong partnership between the Proposer and Central Health. Include the following:
  - the proposed account management structure, including an identification of the personnel involved in account management and their roles and responsibilities;

- the service standards used and how performance is measured against standards to maintain quality customer service;
- strategies and the frequency of communications (including face-to-face meetings) to address ongoing and new requirements; and
- a description of quality assurance programs used.

2. Corporate Experience (30 points)

- A. Offeror must submit a statement of relevant corporate or government experience. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to Benefit Management Services described in the RFP Scope of Work (Exhibit A).
- B. Additionally, Offeror must list pertinent projects (up to 5) performed by your firm/subcontractors within the past five years. For each project, include:
- Client information (name, address, type of entity i.e. government, healthcare, or other, client contact person and phone number/email)
  - Description of work performed (services/solutions);
  - Entity that performed work (Proposer(s) or subcontractor);
  - Period of performance for the work;
  - Proposed key personnel for this RFP that worked on the project (including roles/responsibilities); and
  - Project cost.

3. Proposed Staff Experience (20 Points)

- A. Offerors must submit professional resumes (no more than 2 pages) of each key staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as any certifications or other professional credential and license that clearly shows proposed staff member's expertise.
- B. Offerors must provide the names of any outside consultants and/or subcontractors and the individuals to be utilized. Include a brief description of their role on the project.

4. Corporate References (10 Points)

Proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- Name of individual or company services were provided for Mailing Address

- of individual or company
- Name of contact person
- Telephone number of contact person
- Type of services provided and dates services were provided
- Current e-mail address of the contact person

5. Cost (10 Points)

Offerors must describe a straightforward, concise delineation of the fees and expenses by task that the Proposer believes are necessary to satisfy all the requirements of the Scope of Work. The delineated costs must include: the fees (labor category, proposed hours by category, labor category hourly rate), indirect and overhead costs, travel, and administrative costs (specify by type e.g. postage, supplies, copying, etc.). Identify any assumptions/caveats associated with the costs proposed. The total expenditures must include travel, per diem, fringe benefits and any overhead costs for contractor personnel. In developing the cost proposal, Proposers should be aware that the expected reimbursement for travel-related expenditures will be based on IRS regulations (mileage) and commercial class airfare rates.

- A. Offerors must provide an estimated range of costs, including hourly rates, for the proposed projects described in the Scope of Work. Be specific in your response so that both the methodology and the pricing are clear.
- B. Offerors must certify the firm (and subcontractors if applicable) will not accept overrides, commissions or other fees from any solicited vendors, for procurements solicited on behalf of its clients.
- C. Indicate if your firm is willing to enter into a multi-year agreement and describe any proposed parameters associated with such an agreement.

6. Oral Presentation (Optional) (TBD)

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

## 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.

FACTOR	POINTS AVAILABLE
1. Technical Approach	30
2. Corporate Experience	30
3. Proposed Staff Experience	20
4. Corporate Reference	10
5. Cost	10
6. Oral Presentation (optional)	<u>TBD</u>
TOTAL	100

### B. Evaluation Factors

Points will be awarded based on the following evaluation factors:

#### 1. Technical Approach (30)

The technical experience of the offeror will be evaluated based upon documented experience on the Strategic Benefits Planning and Account/Vendor Management on similar projects.

#### 2. Corporate Experience (30 points)

The corporate experience of the offeror will be evaluated based upon documented experience on similar projects and engagements.

#### 3. Staff Experience (20 points)

Points for staff experience will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract.

#### 4. Corporate References (10 points)

Points for corporate references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by



the offeror for this contract.

5. Cost (10 points)

Points for cost will be based on offerors methodology and pricing for the proposed projects described in the Scope of Work.

6. Oral Presentation (Optional) (TBD points)

Points for the oral presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

**C. 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 RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Purchasing Supervisor 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 responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be evaluated and scored separately. The responsible offeror whose proposal is most advantageous to Central Health, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.10. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## Exhibit A

### Scope of Work

#### Background

Central Health and Sendero Health Plans has a staff composition of executive, managerial, and administrative staff. As of August 2012, CommUnityCare has approximately 550 regular, full and part-time employees, with a staff composition of executive, managerial and administrative staff, as well as healthcare providers (e.g., physicians, nurses, medical assistants, etc.) and specialty positions (patient representatives, billing and collections clerks, healthcare planning analysts, etc.). Of the total regular CommUnityCare employees, administrative and support employees account for 26% of the workforce with the remaining 74% assigned to patient delivery. The workforce is categorized into 5 areas: line staff (80%), supervisors (6%), providers (10%), managers (3%), and executives (1%). In addition to regular employees, there are also temporary or on-call (PRN) employees.

#### Current Benefit Program includes:

Medical (PPO)	Dental
Life/Accidental Death & Dismemberment (AD&D)	Supplemental/Dependent
Life/AD&D	
Short-Term Disability	Long-Term Disability
Employee Assistance Program	Wellness Program
Vision Plan	Pre-Paid Legal Plan
Sick Childcare Assistance	Section 125 (flexible spending accounts and POP)

Central Health is currently contracting for benefits that will become effective March 1, 2013.

Central Health staff will be responsible for overall benefits program administration and will serve as the contract administrator for all benefits contracts. Human Resources (HR) staff in both Central Health and CommUnityCare will handle daily benefits work for their respective organization.

The overarching Central Health benefits management philosophies and goals are:

- implement benefits best practices and trends that support the organization's business goals and objectives and are applicable to both Central Health and CommUnityCare;
- emphasize and promote employee health and wellness;
- implement an appropriate balance among pay, benefits, retirement, and other employee related expenses such as workers' compensation; and
- ensure that systems are flexible to meet the changing needs of the organization and that the programs are sustainable.

## **Project Description**

Central Health is interested in obtaining the services of a qualified firm to strategically plan, broker, implement, and support our employee benefits programs.

The selected vendor for award must have established protocols, policies, and systems that comply with Health Insurance Portability and Accountability Act (HIPAA) requirements.

Our goal is to select the firm who will be the most effective and proactive partner in assisting us to:

### ***Task 1: Strategic Benefits Plan/Updates***

The Offeror will work with Central Health benefits administration staff to evaluate the Plan annually and to revise the strategies in response to the evaluation results. In updating the Plan, the Offeror will:

- research and present best practices and innovation evolving in the marketplace for all benefit plans offered and incorporate these findings into the Plan;
- review the prior year's results and consider tactics and redesign options consistent with the Plan;
- evaluate how changes may affect the Plan's competitiveness, Plan participants, and administration;
- review the competitiveness of the Plan's benefit programs against appropriate peer organizations; and
- Advise Central Health and their affiliated entities of any new developments in the law and employee benefit programs on an ongoing basis; help keep government legally compliant especially as related to the Affordable Care Act and all required reporting.

### ***Task 2: Plan Evaluation/Cost Control***

As part of the evaluation/update of the Plan, the Offeror will:

- perform ongoing functional and financial analyses of the benefit programs to identify gaps and overlaps, as well as evaluate the programs' cost-effectiveness and meet with Central Health representatives to provide an overview and discuss the analyses;
- perform annual benchmarking and competitive analysis of benefits costs and fees and report the results to Central Health for incorporation into Plan revisions;
- analyze claims reports on a monthly basis and confer with Central Health to develop and implement proactive recommended actions designed to strategically control costs and benefits utilization; and
- identify and evaluate value-added, voluntary benefit programs that may be introduced to enrich the strength of the current program offerings.

At a minimum, the Offeror will meet quarterly with Central Health to review claims and utilization analysis and recommend actions for strategic cost control. A more frequent meeting may be requested if analysis of utilization and claims identifies an immediate need or if Central

Health identifies another reason to have meetings that are more frequent.

***Task 3: Benefits Renewal/Source Selection Support Services***

The Offeror will provide technical assistance to Central Health staff in conducting the annual renewal process for each benefits program to meet pricing and budget deadlines. Technical support includes:

- reviewing contracts, plan documents, and other materials and recommending changes to the contract renewal document;
- coordinating annual employee enrollment with each benefit provider in accordance with specified timelines; and
- Assist Central Health and their affiliated entities with the implementation and communication of new programs or changes to existing programs, which will include attending and presenting information at Open Enrollment meetings.

If Central Health opts to solicit for new benefits providers in lieu of renewing any existing benefits contract, the Offeror will perform the following tasks:

- Achieve the most effective access to insurance carriers and benefits providers to include assisting Central Health for each benefit offered to Central Health and their affiliated employees, including but not limited to:
  - Medical (PPO)
  - Wellness, disease management and preventive care options
  - Prescription Drug plan
  - Flexible Benefit Administration
  - EAP Services
  - Life/Accidental Death & Dismemberment (AD&D)
  - Supplemental/Dependent Life/AD&D
  - Short Term Disability
  - Long Term Disability
  - Vision Plan
  - Dental
  - Sick Childcare Assistance
  - Pre-Paid Legal Plan
  - Optional Life Insurance, including portable coverage
  - Possible voluntary benefits, including life, cancer, long-term care, Medical Stop Loss, COBRA/HIPAA administration
- assist in the development of solicitation documents and evaluation formats and provide documents for Central Health review/approval;
- coordinate with Central Health procurement staff to issue the solicitation documents and receive proposals;
- evaluate (score) proposals submitted in response to the solicitation against specified evaluation criteria and provide results/recommendations to Central Health;

- perform detailed cost analyses to identify the most cost-responsive vendor and document those analyses for the solicitation files;
- support Central Health in contract negotiations, including assistance in negotiating various contract provisions; and
- develop recommendation(s) for award and provide documentation supporting the recommendation(s).

In providing the source selection support, the Offeror is required to maintain confidentiality of all proposal content.

In addition, the Offeror is precluded from receiving any overrides or contingency fees from any solicited vendors. Receipt of an override or any commissions will give Central Health the right to terminate the Offerors contract immediately.

**Important: The Offeror selected for this project will be disqualified from bidding on any resulting procurement for the approved services and/or products. Any entity affiliated with the Offeror will also be disqualified from bidding on that procurement. For purposes of this document, an entity is “affiliated” with the Offeror if the entity controls, is controlled by, or is under common control with, the Offeror or if the entity is privy, either directly indirectly, to the work product that results from this procurement.**

**The receipt by the Offeror of any overrides or commissions from any solicited vendors would result in the immediate termination of the awarded contract.**

#### ***Task 4: Account Management***

The Offeror will provide day-to-day account management services (ongoing advice and technical assistance), including:

- monitoring vendor performance/service concerns, emerging trends and best practices, and legislative changes;
- analyzing the specific issue/opportunity, developing solutions, and assisting Central Health and their affiliated entities staff in implementing the desired solution; and
- making presentations to Central Health and their affiliated entities management and Board committees as requested.

The Offeror will also establish an annual calendar of tasks, timelines, deadlines, and responsible parties to ensure there are no lapses in benefits contract and will issue annual benefits statements for employees, including total compensation.

#### ***Task 5: Vendor Management***

The Offeror will assist Central Health in ensuring that responsive and quality customer service is provided by all of the benefit providers by:

- creating meeting agendas and leading vendor summits on a regular basis (at a minimum once per plan year) to identify and proactively develop solutions to address performance concerns;
- refining and recommending performance benchmarks and metrics for inclusion in vendor contracts;
- Represent Central Health and their affiliated entities in all negotiations with providers on all issues including those related to fees, benefit levels, plan design, and special terms and conditions;
- providing intermediary problem-solving and issue resolution as directed by Central Health's benefits administration staff;
- monitoring the financial strength of vendors and the credit quality of their obligations (e.g., A.M. Best); and
- coordinating with Central Health staff to resolve issues and problems with vendors and vendor contracts

Exhibit B

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS
Benefits Management Service

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

The acknowledgement of receipt should be signed and returned to the Purchasing Supervisor no later than close of business on November 14, 2014. Potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and Central Health's written responses to those questions as well as RFP amendments, if any are issued.

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 RFP: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Table with 3 columns: Certification, Yes, No. Rows include questions about bankruptcy, taxes, and suspension.

**Individual authorized to bind Proposer/Respondent to contract:**

Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Proposer/Respondent HUB Declaration**

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

**Contract Terms and Conditions**

The contract terms and conditions identified in the RFP will form the contract resulting from this RFP, 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: \_\_\_\_\_

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



**Exhibit 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:** [www.tbpc.state.tx.us/cmb1](http://www.tbpc.state.tx.us/cmb1) ; **City:** [www.ci.austin.tx.us/purchase/default.htm](http://www.ci.austin.tx.us/purchase/default.htm); and **TUCP:** [www.dot.state.tx.us/business/tucpinfo.htm](http://www.dot.state.tx.us/business/tucpinfo.htm)

**Proposer HUB Declaration**

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

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

**Subcontractor HUB Declaration**

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

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

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

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

Exhibit D

**CONFLICT OF INTEREST QUESTIONNAIRE  
FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**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

## Exhibit E

# Central Health Standard Terms and Conditions

## Contract Terms

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

### 1.0 GENERAL DEFINITIONS

- 1.1 “Travis County Healthcare District” means the hospital district created under Chapter 281, Texas Health and Safety Code, whose boundaries are co-extensive with Travis County, Texas.
- 1.2 “Board of Managers” means the governing body of the Travis County Healthcare District.
- 1.3 “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

- 2.1 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.

2.2 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.

### 3.0 PAYMENTS

3.1 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, Suite B  
Austin, Texas 78702

or submission of an electronic invoice sent to:

[Finance@centralhealth.net](mailto:Finance@centralhealth.net).

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) 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.

4.0 **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.

### 5.0 PROMPT PAYMENT ACT

5.1 Chapter 2251 of the Texas Government Code (the "Prompt Payment Act") applies to this Contract. The Prompt Payment Act requires that District payments be made within thirty (30) calendar days after the latest of the following, unless an exception as specified in section 2251.002, Texas Government Code, applies: (i) the date Central Health receives goods in compliance with the terms of the Contract; (ii) the date the performance of services under the Contract is completed in compliance with the terms of the Contract; or (iii) the date Central Health receives at the location designated in the Contract a correct and proper invoice for the goods or services under this Contract.

5.2 If Central Health fails to pay within thirty (30) days of the appropriate event listed above, on the forty-sixth (31st) day, a 1% per-month interest penalty must be added at the time payment is made. Contractors must pay their subcontractors and suppliers the same 1% per month interest on bills that the Contractors do not pay within ten (10) days.

Subcontractors must pay suppliers within ten (10) calendar days after the subcontractor receives payment. Contractors must apply for interest payments if they believe interest was due but not paid.

5.3 Invoices must include all information required in this Contract and be mailed to the address called for in the Contract. For purposes of complying with the Prompt Payment Act, time does not begin unless or until all billing instructions have been complied with and proper delivery or performance has been made satisfactorily, whichever is later. Central Health has twenty-one (21) days after the date Central Health receives the invoice in which to notify Contractor of an error in the invoice. Disputes will be decided at an administrative hearing held by Central Health or in a court of competent jurisdiction. If no Contractor error is found, the Contractor is entitled to receive interest on the unpaid balance of the invoice calculated from the date on which the invoice was originally overdue under the Prompt Payment Act. If Contractor error is found, the Contractor will submit a corrected invoice, rendering the prior invoice a nullity. Payment will be deemed to have been made on the payment postmark date or date of electronic transmission.

6.0 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.

#### 7.0 TERM OF CONTRACT

7.1 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.

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

7.3 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.

#### 8.0 TERMINATION

8.1 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.

8.2 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.

- 8.3 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.
- 8.4 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.
- 8.5 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.

#### 9.0 CONTRACTOR LIABILITY, INDEMNIFICATION, AND CLAIMS NOTIFICATION

- 9.1 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.
- 9.2 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.

- 10.0 DISTRICT 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..

11.0 CIVIL RIGHTS/ADA COMPLIANCE. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] even if the Contractor is not otherwise required to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

## 12.0 SUBCONTRACTS

12.1 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.

12.2 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 Supervisor. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

13.0 INSURANCE. The Contractor shall carry insurance sufficient to provide adequate protection for the services or good provided under this Contract.

14.0 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.

14.1 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, Suite B  
Austin, Texas 78702

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

Contractor Name  
Contractor Street Address  
City, State Zip

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

15.0 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.

16.0 ASSIGNMENT

16.1 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.

16.2 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.

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

17.0 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.

18.0 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.

19.0 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.

## 20.0 CONSTRUCTION OF CONTRACT

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 Conflicts Among Documents. The parties understand and agree that if there is found to be any conflict between the provisions of this Contract and any provision in the RFP or proposal, the provisions within this Contract will prevail. In the event of any conflict between the provisions of the RFP and the Proposal, the provisions within the RFP shall prevail over the Proposal, except to the extent that the Contractor submitted in its proposal specific deviations to the RFP that were accepted by Central Health.

21.0 **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.

22.0 **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,.

## 23.0 DISPUTE RESOLUTION

23.1 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.

- 23.2 **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.
- 23.3 **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.
- 24.0 **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.
- 25.0 **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 (7<sup>th</sup>) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate with Central Health Purchasing Supervisor, 1111 E. Cesar Chavez, Austin, Texas 78702.
- 26.0 **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. Exhibit F sets out the responsibilities of

business associates under HIPAA.

27.0 **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.

28.0 **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 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 or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.