

Travis County Healthcare District d/b/a Central Health

Request for Qualifications (RFQ) No. 1704-001

Performance Review of Central Health



**CENTRAL
HEALTH**

April 6, 2017

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

RFQ RESPONSES DUE: April 27, 2017 no later than 2:00 P.M. Central Time

RFQ Request for Qualifications (RFQ) No. 1704-001

Performance Review of Central Health

RFQ Issuance Date: April 6, 2017

Questions Due: April 14, 2017 (Central)

Question Responses Date: April 18, 2017 (Central)

RFQ Contact: Purchasing Supervisor
purchasing@centralhealth.net

RFQ End Date: **April 27, 2017 no later than 2:00 P.M. (Central).**

Until completion of deliverables, estimated time frame of six (6) to nine (9) months.

Responses and Prices Good for: One-hundred and twenty (120) days.

Interested firms are invited to submit Responses in accordance with the instructions in this Request for Qualifications (RFQ) # 1704-001.

RFQ Summary:

Travis County Healthcare District d/b/a Central Health (“Central Health”) seeks responses to this RFQ to conduct a performance review which will evaluate the operational effectiveness and efficiency of the organization in accordance with Generally Accepted Government Auditing Standards (GAGAS).

One (1) original response submittal, six (6) paper copies and one (1) electronic copy on flash drive must be delivered sealed to the following location (Respondent may place samples/portfolio on the electronic device used for the submittal):

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

Responses received at the designated location after the published time and date (2:00 PM, Central Time on April 27, 2017) will not be considered.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

Central Health is seeking consulting services to conduct a performance review which will evaluate the operational effectiveness and efficiency of the organization, provide benchmarking comparisons to publicly funded healthcare organizations and make recommendations about opportunities for performance improvements. The purpose of the RFQ is to select a qualified firm who will conduct the performance review of Central Health in accordance with Generally Accepted Government Audition Standards (GAGAS).

B. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Services, detailed in Attachment A of this RFQ. The period of performance for this contract is from Notice to Proceed to the completion of all deliverables which is estimated between six to nine months.

C. PURCHASING SUPERVISOR

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

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

RFQ # 1704-001 Central Health Performance Review
Mary Quintero, Purchasing Supervisor
Travis County Healthcare District d/b/a Central Health
1111 East Cesar Chavez Street
Austin, TX 78702
purchasing@centralhealth.net

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

D. DEFINITION OF TERMINOLOGY

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

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

"BidSync Website" is the following link:

<http://www.bidsync.com/travis-county-healthcare-district/>.

"Central Health Website" is the following link:

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

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

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

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

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

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

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

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

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

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

"Respondent" is any person, entity, corporation, or partnership who submits a Response.

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

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

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

"Responsive Response" means a response, which conforms in all material respects to the requirements set forth in the Request for Qualifications. Material respects of a Request for Qualifications include, but are not limited to, quality, quantity or delivery requirements.

E. BACKGROUND INFORMATION

This section provides background on Central Health, which may be helpful to the Respondent in preparing the Response. 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 services to eligible residents of Travis County. Central Health typically assists those residents who are at or below 200% of the Federal Poverty Level. Central Health also considers its role as that of a community steward in order to leverage and collaborate with community partners to improve the health status of all members of the community.

Summary – Central Health

Central Health is a hospital district that was established by Chapter 281 of the Texas Health and Safety Code. It was formed in 2004 pursuant to an election by Travis County voters. Central Health is governed by a nine-member Board of Managers, four members of which are appointed by the Austin City Council, four members of which are appointed by the Travis County Commissioners Court, and one member who is jointly appointed by both entities.

Under Chapter 281 of the Texas Health and Safety Code, Central Health is responsible for providing access to medical and hospital care to uninsured and underinsured residents of Travis County, and Central Health’s mission statement is “By caring for those who need it most, Central Health improves the health of our community.”

Link to additional information about Central Health and its affiliates: www.centralhealth.net.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

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

A. SEQUENCE OF EVENTS

<u>Action</u>	<u>Responsibility</u>	<u>Date/Time*</u>
1. Issuance of RFQ	Central Health	April 5, 2017.
2. Deadline to Submit Questions	Potential Respondents	April 14, 2017 by 5:00 PM.
3. Response to Written Questions (in the form of RFQ Addendum)	Central Health	April 18, 2017 by 5:00 P.M.
4. Deadline to Submit Response	Potential Respondents	April 27, 2017 no later than 2:00 P.M.
5. Begin Response Evaluations	Evaluation Committee	Late-May
6. Selection of Finalists	Evaluation Committee	Late-May

8. Interviews of Finalists	Respondents	TBA**
7. Price request from prospective awardee	Respondent	TBA**
9. Contract Award	Central Health	May – June 2017
10: Protest Deadline	Respondents	See #10 Below

**All Times are Central Standard Time
**Dates and times to be announced*

Respondents who received notification of this solicitation by means other than through Central Health mailing may contact the Purchasing Supervisor herein to request to be added to the vendor list. Inclusion on the vendor list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE RESPONDENT’S SOLE RESPONSIBILITY TO ENSURE THAT HE/SHE RECEIVES ANY AND ALL ADDENDA FOR THIS RFQ** by either informing Central Health of his/her mailing information or by regularly checking the following Websites; addenda will be posted on the website the day they are released:

- http://www.centralhealth.net/current_solicitations.html
- <http://esbd.cpa.state.tx.us/>
- <http://www.bidsync.com/travis-county-healthcare-district/>

B. EXPLANATION OF EVENTS

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

1. Issuance of RFQ
This RFQ is being issued by Central Health.
2. Deadline to Submit Questions
Potential Respondent s may submit additional written questions as to the intent or clarity of this RFQ until April 14, 2017 5:00 P.M. (Central). All written questions must be submitted via e-mail to the Purchasing Supervisor (See Section I, Paragraph C).
3. Response to Written Questions/RFQ Amendments
Central Health’s written responses to Respondent s’ written questions will be addressed in the RFQ addendum and will be distributed by 5:00 P.M.(Central) on April 18, 2017 via BidSync, the Electronic State Business Daily (“ESBD”) and Central Health website to all potential Respondents.

The Purchasing Supervisor must receive additional written requests for clarification of distributed answers and/or addendum no later than two (2) calendar days after the answers and/or addendum were issued.

4. Submission of Response

THE PURCHASING SUPERVISOR DESIGNEE MUST RECEIVE ALL RESPONDENT RESPONSES FOR REVIEW AND EVALUATION **NO LATER THAN 2:00 P.M. (CENTRAL) ON April 27, 2017. Responses received after this deadline will not be accepted.** The date and time of receipt will be recorded on each Response. The Responses must be addressed and delivered to the Purchasing Supervisor at the address listed in Section I, Paragraph C.

Responses must be sealed and labeled on the outside of the package and clearly indicate that they are in response to RFQ No. 1704-001. Responses submitted by facsimile or other electronic means will not be accepted.

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

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

A public log will be kept of the names of all Respondent organizations that submitted Responses. Unless required by law, the contents of any Response shall not be disclosed to competing Respondents prior to contract award.

5. Response Evaluation

Based on the scoring of the written responses, the Evaluation Committee will identify respondents who will be required to participate in interviews (if conducted) with the Evaluation Committee. Following the interviews (if conducted), the Evaluation Committee will combine the scores from the written responses and the interviews to identify a shortlist of respondents who will be invited to participate in the subsequent steps of the procurement process.

6. Best and Final Offers from Short-listed Finalists

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

7. Interviews of Short-listed Finalists

Based on the results of the Response evaluation, the Central Health at its sole discretion may determine that it is necessary to interview the finalists prior to making a recommendation for negotiations, Best and Final Offer, and ultimate contract award. If Central Health desires interviews,

finalists will be invited to present their Responses to the Evaluation Committee. The purpose of the interview, if conducted, is to ensure the Evaluation Committee's understanding of the Responses, Respondent's qualifications and to evaluate the Respondent's Team as defined in Section IV, Paragraph A.5. When conducted, interview scores will be taken into consideration and will be used as the basis for recommendation and award of a contract. The Purchasing Supervisor will schedule the time for each Respondent presentation, if applicable. All Respondent presentations will be held at Central Health at the address indicated in Section I, Paragraph C. Each interviewee will be allowed fifteen (15) minutes of setup and one (1) hour for the presentation.

8. Contract Award

An award may be made to the Respondent submitting the best responsive and responsible Response that satisfies Central Health's requirements and provides the best overall value to the Central Health over the life of the project, as determined by Central Health in its sole discretion. The final award of the contract however, will be subject to the approval of Travis County Auditor.

9. Protest Deadline

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

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

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Respondents must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Response constitutes acceptance of the evaluation factors contained in Section V of this RFQ.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors must be clearly explained in the Response, 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 Responses

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

6. Respondent's Rights to Withdraw Response

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

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

7. Response Firm

Responses to this RFQ, including Response prices, will be considered firm one-hundred and twenty (120) calendar days from receipt of the final pricing proposal.

8. Disclosure of Response Contents

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

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

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

9. Negotiations

The Purchasing Supervisor or designee shall participate in all negotiations. Discussions may be conducted with responsible Respondents who submit Responses to the RFQ determined to be reasonably acceptable of being selected for award. Those Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Responses. Respondents may be required to submit additional data and/or clarify previously submitted information during the process of any negotiations. Revisions and supplements to Responses may also be permitted after submission and before contract award for the purpose of obtaining BAFOs in

Central Health's sole discretion. Any BAFO, as well as the entire Response, will become part of each Central Health's awarded contract.

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

Central Health requires that all Respondents agree to be bound by the General Requirements contained in this RFQ. Respondent's concerns must be promptly brought to the attention of the Purchasing Supervisor in writing.

13. Basis for Response

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

14. Contract Terms and Conditions

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

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

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

15. Respondent's Terms and Conditions

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

16. Contract Deviations

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

17. Respondent Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided all of the otherwise Responsive materials 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 Respondent Representatives

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

20. Central Health's Rights

Central Health may:

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

21. Right to Publish

Throughout the duration of this procurement process and contract term, potential Respondents 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 Respondent's Response or termination of the contract.

22. Ownership of Responses

All documents submitted in response to this Request for Qualifications 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). Respondent must have a valid e-mail address to receive correspondence.

24. Use of Electronic Versions of this RFQ

This RFQ is being made available by electronic means. If accepted by such means, the Respondent acknowledges and accepts full responsibility to ensure that no changes are made to the RFQ. In the event of conflict between a version of the RFQ in the Respondent'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's contracts and subcontracts. Respondents shall be required to make a "good faith effort" (Attachment C) to take all necessary and reasonable steps to ensure that HUBs have the maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out this "good faith effort" shall constitute a breach of contract and, after notification of such breach by Central Health, may result in termination of the contract.

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

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

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

26. Suspension and Debarment Requirement

The Respondent shall certify, by signing the agreement attached hereto as Acknowledgement of Receipt Form, Attachment B that to the best of its knowledge and belief that the Respondent 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, law firms submitting Responses shall complete the Conflict-of-Interest Questionnaire ("CIQ",) attached to this RFQ as Attachment D and submit it together with the Response. For additional information concerning filling out the CIQ, see Central Health website at http://www.centralhealth.net/conflict-of-interest_questionnaires.html.

III. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

Respondents shall submit only one (1) Response.

B. NUMBER OF COPIES

Respondents shall deliver one (1) original printed copy of their Response and supporting technical and/or sample documentation, six (6) identical printed copies of their Response, six (6) copies of supporting technical and/or sample documentation (the supporting technical and/or sample documentation can be placed on the electronic device) and one (1) electronic identical copy of the Response either on CD, DVD or flash drive to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of Responses.

C. RESPONSE FORMAT - Mandatory

All Responses must be typewritten and placed within a binder with tabs delineating each section. The page limit should be no more than fifty (50) pages (single sided) not including tabs and requested forms.

1. Response Organization

The Response 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) Response Summary (optional).
- d) Response to Mandatory Specifications.
- e) Completed and Signed Acknowledgement of Receipt Form.
- f) Completed HUB Form.
- g) Completed and Signed CIQ.
- h) Completed and Signed Certificate of Secretary, if Respondent is a corporation.
- i) Other (optional) Supporting Material (may be included only in the electronic device).
- j) Price Sheet

Within each section of the Response, Respondents should address the items in the order in which they appear in this RFQ. All forms provided in the RFQ must be thoroughly completed and included in the appropriate section of the Response.

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

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

Response.

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

2. Letter of Transmittal

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

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

IV. EVALUATION CRITERIA

The successful Contractor shall be selected by the Central Health evaluation committee. Each response will be evaluated and ranked by Central Health. Central Health will select the firm that demonstrates the ability to best meet the needs and requirements for this solicitation, factors other than cost or price are significantly more important. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important and may be the ultimate deciding factor.

Failure to respond to Mandatory Specification will result in the disqualification of the Response as nonresponsive.

A. Mandatory Specifications

1) FIRM QUALIFICATIONS AND EXPERIENCE (Total 30 points).

The offeror's qualifications, experience and past performance of the Firm. Offeror must attach a document with a narrative addressing why it has the expertise to provide the services outlined in this Scope of Services, Attachment A, and include a description of its experience with relevant clients i.e. local governments, nonprofits or healthcare related activities. The Offeror must also provide a narrative of the qualifications, experience and key personnel of the proposed sub-contractor(s) (if any). Offeror must also list three (3) projects of similar scope conducted in the last three (3) years.

2) TEAM'S STRUCTURE AND EXPERTISE OF PERSONNEL (Total 30 points).

The qualifications, experience and past performance of personnel to be assigned to this project. Offeror must submit resumes (no more than one (1) page each) of the key personnel proposed to work on this contract.

3) FIRM'S APPROACH TO ENGAGEMENT (Total 30 points).

Methodology and quality of the work plan proposed to meet project objectives, including offeror's demonstrated understanding of the requirements in this Scope of Services.

4) SAMPLE PERFORMANCE REVIEWS/SIMILAR PROJECTS OR CASE STUDIES (Total 10 points)

Proposals shall include two (2) samples of representative work from previous engagements covering the history and experience with projects similar to those described in the Scope of Services, Attachment A.

5) INTERVIEW -IF REQUIRED- (Total 25 points)

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

B. References

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

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

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

V. EVALUATION

A. Evaluation Point Summary

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

Evaluation Criteria	Points
Firm qualifications and experience	30
Team's structure and expertise of personnel	30
Firm's approach to engagement	30
Sample performance reviews or case studies	10
Total	100
Interview (if required)	25
Total with interview	125

B. Evaluation Process

The evaluation process will follow the steps listed below:

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

Attachment A
Scope of Services
Request for Qualifications (RFQ) 1704-001
Central Health Performance Review

Consultant shall provide the following services:

1) Conduct a performance review which will evaluate the operational effectiveness and efficiency of the organization, provide benchmarking comparisons to publicly funded healthcare organizations and make recommendations about opportunities for performance improvement in accordance with Generally Accepted Government Audition Standards (GAGAS) on the following areas:

- a. Planning and Budgeting – including, but not limited to strategic planning and budgeting processes
- b. Financial Transparency – including financial reporting
- c. Stewardship of public funds
- d. Public outreach and collaboration
- e. Organizational Governance – including effective decision making

2) Provide benchmarking and recommendations to Central Health regarding best practices and a review of pertinent performance metrics from the following types of entities:

- a. Healthcare or Hospital Districts
- b. Governmental organizations with similar structures
- c. Other organizations with similar structures or partnerships

3) Plan and facilitate stakeholder engagement efforts to garner appropriate input into the Central Health Performance Review, including key stakeholder interviews and/or community communications.

4) Make recommendations to Central Health about opportunities to improve performance in key areas consistent with industry standards or established best practices. Prioritize listing and provide rationale of the basis of the prioritization process.

5) Present report recommendations and findings to the Central Health Board of Managers.

1) Consultant shall demonstrate expertise in the following areas:

- a. Public/governmental performance reviews
- b. Public financing of healthcare activities

2) Consultant shall demonstrate experience in one or more of the following areas:

- a. Public/governmental experience
- b. State and national health care expertise
- c. Expertise in performance reviews in accordance with Generally Accepted Government Auditing Standards

**Attachment B
Request for Qualifications (RFQ) 1704-001
Central Health Performance Review
Acknowledgment of Receipt Form**

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

The acknowledgment of receipt should be signed, returned, and included with the Respondent's submittal.

Complete (Legal) Name of Proposer: _____

Proposer Tax Identification Number: _____

Business Address: _____

Telephone Number: _____

Type of Organization: Individual Partnership Corporation Association

Other (please describe) _____

If incorporated, state of incorporation: _____

Date organization was formed (month/year): _____

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

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

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

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

Acknowledged Addenda _____ of _____

Individual authorized to bind Proposer/Respondent to contract:

Name/Title: _____

Telephone: _____ E-mail: _____

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

Name/Title: _____

Telephone: _____ E-mail: _____

Proposer/Respondent HUB Declaration

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

Contract Terms and Conditions

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

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

Insurance:

Do you carry professional liability insurance? Yes No
If yes, please identify the type/limits: _____

Do you carry errors and omissions insurance? Yes No
If yes, please identify the type/limits: _____

Litigation History:

Description of litigation to which the firm has been a party in the most recent five-year period. Please include the following details:

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

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

Authorized Respondent Signature

Date

**Attachment C
Request for Qualifications (RFQ) 1704-001
Historically Underutilized Business (HUB) Form**

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

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

Suggested directories to assist proposers in identifying potential HUBs to meet Central Health’s “good faith effort” requirement include: **State:** <http://www.window.state.tx.us/procurement/cmb/cmbhub.html> ; **City:** <http://www.ci.austin.tx.us/smbr/vendors/certvendor.cfm> ; and **TUCP:** <http://www.dot.state.tx.us/apps-cg/tucp/default.htm>

Proposer HUB Declaration

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

1. **Attach your certification to this form and return it in the Response;**
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 Response includes the use of HUB Subcontractors.*****

Estimated percentage of the bid (Response) 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 Response.**

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

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Attachment E
Request for Qualifications (RFQ) 1704-001
CERTIFICATE OF SECRETARY

(Required for bidders which are corporations)

I CERTIFY that:

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

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

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

RESOLVED, that this corporation enter and that _____, the
[Insert Name of Person Executing Bid Form]

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

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

documents and, should this corporation be the successful bidder for that project, to execute on behalf of and as the act of the corporation all necessary documents to effect a written contract between this corporation and Travis County Healthcare District d/b/a Central Health for the Construction of the Travis County Healthcare District d/b/a Central Health _____, Project # _____.
[Insert Name and Number of Project]

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

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

Date _____

Secretary _____

President _____

DRAFT

Attachment F Request for Qualifications (RFQ) 1704-001 Central Health Standard Contract Terms and Conditions

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

1.0 CONTRACTOR CERTIFICATIONS

- 1.1 Contractor certifies that Contractor is a duly qualified, capable, and bondable business entity or individual; Contractor is not in receivership and does not contemplate it; and Contractor has not filed for bankruptcy and does not contemplate it. Further Contractor certifies that it is not currently delinquent with respect to payment of property taxes within Central Health.
- 1.2 Contractor warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Contract have been adhered to and further warrants that Central Health shall not be liable for any infringement of those rights and that any rights granted to Central Health shall apply for the duration of the Contract. Contractor shall indemnify Central Health, its officers, agents, and employees from all claims, losses, damages, causes of action, and liabilities of every kind, including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in Contractor's performance under this Contract.

2.0 PAYMENTS

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

Travis County Healthcare District
d/b/a/ Central Health
ATTN: Accounts Payable
1111 E. Cesar Chavez Street,
Austin, Texas 78702

or submission of an electronic invoice sent to:

finance@centralhealth.net.

- 2.2 At a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information if payment is to be made to a different address; (ii) Central Health contract or purchase order number, if applicable; (iii) identification of service(s) as outlined in the Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount of goods or services provided, as applicable; and (v) payments made under this Contract to any HUB subcontractor(s); and (vi) any additional payment information which may be called for by the Contract.

- 3.0 TIN REQUIRED. Before Central Health can process a payment for Contractor, Contractor must provide Central Health with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations
- 4.0 PROMPT PAYMENT ACT. Central Health will comply with all the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code, as applicable.
- 5.0 COVENANT AGAINST CONTINGENT FEES. Contractor warrants that no persons have or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, Central Health shall have the right to terminate this Contract without liability or, in its discretion and as applicable, to add to or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 6.0 TERM OF CONTRACT
- 6.1 Initial Term. This contract is for a period of one year beginning upon the contract approval date by Central Health (the “Initial Term”). Contractor will not perform services until a contract has been executed by Central Health.
- 6.2 Renewal Terms. There are no renewal options.
- 6.3 Holdover. Upon expiration of the Initial Term Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to negotiate or award a new contract.
- 7.0 TERMINATION
- 7.1 Termination for Default. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Contract and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Contract on any future date that is not less than thirty (30) days from the date of that further notice.
- 7.2 Termination for Convenience. In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, either party may terminate the Contract without cause by giving the other party at least one hundred and twenty (120) days written notice.
- 7.3 Termination for Gratuities. Central Health may terminate this Contract if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Contractor or any agent or representative of the Contractor to any Central Health official or employee with a view toward securing favorable treatment with respect to this Contract. If this Contract is terminated by Central Health pursuant to this provision, Central Health shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

7.4 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 Central Health fiscal year, Central Health may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

8.0 CONTRACTOR LIABILITY, INDEMNIFICATION, AND CLAIMS NOTIFICATION

8.1 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS CENTRAL HEALTH, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONSULTANT, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONSULTANT UNDER THIS CONTRACT, WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY CONSULTANT'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF CONSULTANT AND ANY OTHER THIRD PARTY.

8.2 **Claims Notification.** If Consultant receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Consultant or Central Health, Consultant 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; 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 Section 9.1 of this Contract. Except as otherwise directed, Consultant shall furnish to Central Health copies of all pertinent papers received by Consultant with respect to these claims or actions.

9.0 Access and Audit. During the term of this Contract and for a period of four (4) years following termination of this Contract, Central Health maintains the right to review and audit any of the books and records of the Contractor relating to the Contractor's performance and receipt of payments under this Contract. Central Health may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives retained by Central Health. Central Health will conduct such review or audit upon reasonable notice to the Contractor, at its own expense, and during regular business hours. The records shall be retained beyond the fourth year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or litigation involving this Contract is not finally resolved.

10.0 Ownership. All drawings, specifications, plans, computations, sketches, data, creative works, photographs, videos, tapes, renderings, models, publications, statements, accounts, reports, studies, trade names or trademarks, and works of authorship, written, oral or otherwise expressed, developed, conceived or prepared by Contractor or any subcontractors in connection with the Services (collectively, "Work Product"), whether or not accepted or rejected by Central Health,

are the property of Central Health and for its exclusive use and re-use at any time without further compensation and without any restrictions.

- 10.1 Contractor hereby grants and assigns to Central Health all rights and claims of whatever nature whether now or hereafter arising in and to the Work Product and will cooperate fully with Central Health in any steps Central Health may take to obtain patent, copyright, trademark or like protections with respect to the Work Product.
- 10.2 Central Health will have the exclusive right to use the Work Product for the completion of the Services or otherwise. Central Health may, at all times, retain the originals of the Work Product. Contractor may not allow the Work Product to be used by any person, other than Central Health, on other projects unless expressly authorized by Central Health in writing.
- 10.3 The Work Product will not be used or published by Contractor or any other party unless expressly authorized by Central Health in writing. Contractor will treat all Work Product as confidential.
- 10.4 Section 7.4 shall survive termination of this Agreement.

11.0 SUBCONTRACTS

- 11.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from Central Health. To the extent that Contractor submitted subcontracts as part of its response and that part of the response was accepted by Central Health, those subcontracts are hereby approved. It is acknowledged by Contractor that no officer, agent, employee or representative of Central Health has the authority to grant such approval or waiver unless expressly granted that specific authority by Central Health Board of Managers.
- 11.2 If a subcontract is approved, Contractor must make a “good faith” effort to take all necessary and reasonable steps to insure that HUBs have a maximum opportunity to be subcontractors under this Contract. Contractor must obtain Central Health approval of all proposed HUB subcontractors through the Purchasing Supervisor. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

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

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

Larry Wallace (or his successor in office)
President and CEO
Travis County Healthcare District
d/b/a Central Health
1111 East Cesar Chavez Street
Austin, Texas 78702

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

Contractor Name
Contractor
Street Address
City, State Zip

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

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

14.0 ASSIGNMENT

14.1 Assignment. Central Health may assign any of its obligations under this Contract. Contractor may assign any of its rights or obligations under this Contract only with the prior written consent of Central Health. No official, employee, representative, or agent of Central Health has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Central Health Board of Managers.

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

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

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

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

17.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. 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 City of Austin orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] (“ADA”), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. 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.

18.0 CONSTRUCTION OF CONTRACT

18.1 Law and Venue. The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.

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

18.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this Contract.

18.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Central Health has declared a holiday for its employees, the last day is the next business day that is not a Central Health holiday.

18.5 Gender and Number. Words of any gender in this Contract shall be construed to include any other gender, and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

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

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

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

21.0 DISPUTE RESOLUTION

21.1 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.

21.2 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.

21.3 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.

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

- 23.0 CONFLICT-OF-INTEREST. Contractor shall complete the Conflict-of-Interest Questionnaire (“Questionnaire”), attached to this Agreement as Attachment D, as required by Chapter 176 of the Local Government Code and submit it together with this signed Agreement. Contractor shall also complete the Disclosure of Interested Parties Form (“Form 1295”), attached to this Agreement as Attachment E, which pursuant to Section 2252.908 of the Texas Government Code, must be filed with the Texas Ethics Commission not later than thirty (30) days after the execution of this Agreement. Contractor shall update this Questionnaire and Form 1295, if any statement on either document becomes incomplete or inaccurate. The updated document(s) must be submitted to Central Health Administrative Coordinator, 1111 E. Cesar Chavez, Austin, Texas 78702, not later than the seventh (7th) business day after the date on which the Contractor becomes aware of an event that makes a statement in the questionnaire incomplete or inaccurate.
- 24.0 RECORDS AND CONFIDENTIALITY. Contractor shall maintain information created, sent, or received under this Contract in accordance with all applicable laws and regulations, including but not limited to the federal Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as amended.
- 25.0 INDEPENDENT CONTRACTOR. This Contract does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Contract services are and shall remain throughout the term of this Contract those of an independent contractor. Contractor agrees and understands that Contractor is not and shall not be entitled to any of the rights and privileges established for Central Health employees.
- 26.0 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 of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
 - (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
 - (d) has not within a three-year (3) period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.