Request For Proposal

The HARRIS CENTER for Mental Health and IDD

Agency Wide Clinical Laboratory Services

JULY 2019

PROJECT # 19/0018

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, Texas 77074
INVITATION TO INTERESTED AGENCY WIDE CLINICAL LABORATORY SERVICE PROVIDERS

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County) is seeking a contractor qualified and capable of providing AGENCY WIDE CLINICAL LABORATORY SERVICES. The successful vendor(s) will be expected to provide Agency Wide Clinical Laboratory Services for The HARRIS CENTER on an as needed basis.

The HARRIS CENTER for Mental Health and IDD invites your company to respond to this Request for Proposal (RFP) invitation. If you are interested in participating in this request, please adhere to the General Instructions, Deadlines and Requirements as outlined in the enclosed Request for Proposal document.

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

In accepting responses to this request, The HARRIS CENTER reserves the right to reject any and all responses to this RFP, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of The HARRIS CENTER.

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

Nina M. Cook, MBA, CTPM
Director of Purchasing
The HARRIS CENTER for Mental Health and IDD
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SECTION I

OVERVIEW

BACKGROUND AND OBJECTIVES

Agency Mission Statement

The HARRIS CENTER for Mental Health and IDD, within the resources available, is to provide or ensure the provision of services and supports in a respectful fashion that are high quality, efficient, and cost effective such that persons with mental disabilities may live with dignity as fully functioning, participating, and contributing members of our community as possible, regardless of their ability to pay or third party coverage.

- Persons with severe mental illness should be able to live in homes of their own, develop relationships, work, and remain out of hospitals and jails.
- Persons with intellectual or developmental disabilities should be able to acquire the skills and access community resources to develop networks of human relationships, learn, work, and live in environments of their choosing.
- Children and adolescents with serious emotional disturbance should be able to live in homes with families, develop normal relationships with their peers, attend school, and remain out of hospitals and juvenile justice facilities.

THE HARRIS CENTER is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately fifty-two (52) thousand Harris County residents each year.

THE HARRIS CENTER is the largest community based provider of clinical services to individuals with intellectual or development disabilities in the State of Texas. It maintains operations at over 25 facilities throughout all parts of Harris County and operates on an annual budget in excess of $276 million. The Agency has fixed pricing budgets and our goal is to employ best practices and cost effectiveness.

The HARRIS CENTER for Mental Health and IDD, invites interested and qualified vendor(s)/firm(s) to respond to this RFP for the provision of AGENCY WIDE CLINICAL LABORATORY SERVICES. The successful vendor(s)/firm(s) will be expected to provide Agency Wide Clinical Laboratory Services for The HARRIS CENTER for Mental Health and IDD, on an as needed basis.
<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date/Time</th>
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<tr>
<td>Release of RFP to Prospective Firms of Service</td>
<td>Monday, July 8, 2019</td>
</tr>
<tr>
<td>Deadline to Receive Questions From Prospective Firms</td>
<td>Friday, July 12, 2019 by 5:00 P.M.</td>
</tr>
<tr>
<td>Response to Questions from Project Team</td>
<td>Tuesday, July 16, 2019 by 5:00 P.M.</td>
</tr>
<tr>
<td>RFP Deadline (Original and Copies Submitted)</td>
<td>Tuesday, July 23, 2019 by 10:00 A.M.</td>
</tr>
<tr>
<td>Anticipated Award Date:</td>
<td>Contingent upon Board Approval</td>
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SECTION III  GENERAL INSTRUCTIONS

A. Request for Proposal Format and Due Date

Open format is acceptable. No formal application document is being provided by The HARRIS CENTER but interested firms will be expected to timely submit a response by the due date indicated below. **RFP's received after the due date will not be accepted. Facsimile and electronic mail transmittals will not be accepted.**

B. Questions

Questions from Vendors:                      Deadline for Response to Questions:
Friday, July 12, 2019 by 5:00 P.M.           Tuesday, July 16, 2019 by 5:00 P.M.

All questions concerning the RFP specifications must be submitted in writing and faxed or emailed to the attention of:

Sharon Brauner, C.P.M., A.P.P.
Office: (713) 970 – 7279
Purchasing Manager
Email: Sharon.brauner@theharriscenter.org

CC:  
Frances Otto, CTCD
Office: (713) 970 - 7281
Buyer II
Email: Frances.otto@theharriscenter.org

C. Submittal Procedure

RFP response(s), subject to all conditions and specifications attached hereto, must be signed in INK by a person or officer of the company submitting the RFP response that is authorized to enter into contractual agreements on behalf of the company. **RFP responses received unsigned will be deemed non-responsive and will not be accepted.**

Deadline to submit a response to this RFP is **Tuesday, July 23, 2019 by 10:00 a.m. (CST)** Original documents must be signed in ink with five (5) additional photocopies and an electronic copy (saved as one complete pdf on a USB Flash Drive) should be submitted in a **SEALED ENVELOPE** and delivered to the attention of:

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
Attn: Sharon Brauner, Purchasing Manager
9401 Southwest Freeway, Houston, Texas  77074

**"RFP FOR AGENCY WIDE CLINICAL LABORATORY SERVICES" DO NOT OPEN UNTIL TUESDAY, JULY 23, 2019 AT 10:00 AM.**

No response to this RFP will be accepted after the stated deadline.

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

Envelope/Package shall include all documentation as requested in the Request for Proposal (RFP) invitation.
D. Non-Discrimination Policy Statement

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

E. Immigration Reform and Control Act Of 1986

The successful vendor shall provide appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

F. References and Experience

All interested parties are required to submit with their RFP a minimum of three (3) local references where interested party has provided services that pertain to the size and scope of this project (within the last two years). References shall include company name, address, telephone, fax number, email address and contact person.

The interested parties must agree to authorize clients to furnish any information required by The HARRIS CENTER to verify references provided, and for determining the quality and timeliness of previous work performed.

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

G. (RFP) Request for Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this RFP will be made no more than ninety (90) days after the RFP DUE DATE. All interested parties are required to guarantee their Proposal as an irrevocable offer valid for One Hundred Twenty (120) days after the Proposal due date. The HARRIS CENTER for Mental Health and IDD in its sole and absolute discretion shall have the right to make an award for any or all items/services listed in each RFP, shall have the right to reject any and all RFP documents as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents.

H. Financial Information

Vendor must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.

I. Historically Under-Utilized Business (HUB)

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB’S) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business “HUB” state certificate.

J. Minority / Women and/or Disadvantaged Business

This Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses (M/W/DBE’s) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of City of Houston M/W/DBE certificate.
K. Direct or Indirect Assignment

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

L. FORM W-9

Vendors are to complete Form W-9 and submit with their response to this RFP documents. (See Attachment E)
SECTION IV RFQ STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal

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

B. Late Submittals

RFP documents received after the stated deadline shall be deemed late and will not be considered.

C. Irregularities

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

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

The inability of a vendor to provide one or more of the required components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by The HARRIS CENTER of the RFP response. All responses to this RFP will be evaluated as a whole in the best interest of The HARRIS CENTER.

D. Oral Presentations

Any vendor that submits a RFP in response to this request may be required to make an oral presentation for further clarification upon The HARRIS CENTER’s request.

E. Amendments

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

F. Availability

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

G. Retention of RFPs

All responses received to this RFP and considered by The HARRIS CENTER, shall become the property of The HARRIS CENTER and shall not be returned.

H. Notice “Not To Participate” Form

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

The HARRIS CENTER shall not be responsible for expenses incurred by a vendor in the preparation and submission of a response to this RFP. This provision also includes any costs involved in providing an oral presentation of the Request for Proposal (RFP).

J. Local Office

The successful vendor will be required to have a local Houston area office. Preference will be given to vendors with offices, which have been established and operational, long before this Request for Proposal.

K. Subcontractors

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

L. Term of Contract

This Agreement initially is made effective upon date of execution for a one (1) year based period ending on August 31, 2020, the end of the Agency fiscal year. The Agency at its option may renew contract annually for four (4) successive one year terms. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated hereunder.

M. Licensure

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

N. Conflict of Interest Provision

The Health and Human Services Commission organizational conflict of interest provision is applicable, in that contractors who develop of draft specifications, requirements, statements of work and/or RFP for a proposed procurement shall be excluded from Proposal or submitting a proposal to compete for the award of such procurement. (HHSC Uniform Contract Terms & Conditions Version 1.3)

O. Deviations

Each proposal shall contain a Deviation Form, which also contains a vendor commitment to operate within the provisions of this Request for Proposal. The purpose of the Deviation Form is to allow a prospective vendor to note any concerns relative to the form or substance of the Request for Proposal. State all deviations in a clear and concise manner. Thereafter, sign the commitment statement notwithstanding any deviations that you submit. The Commitment Statement must be signed by a duly authorized Agent. (See Attachment C)

P. Texas Public Information Act

All information contained in proposal packet is subject to the Texas Public Information Act (the Act), located in the Texas Government Code, Chapter 552. Any member of the public, including the news media and competitors, may submit an open records request for the information contained in the proposal packet.

Subject to the Act, Proposers may protect trade secret and confidential information from public release. All information the proposer believes to be confidential, a trade secret or proprietary information must clearly mark such information in boldface type and include the word “CONFIDENTIAL”, “PROPRIETARY” or “TRADE SECRET” at the top of every applicable page. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, proprietary information or other confidential documents.
Offerors are cautioned that once a response to a solicitation is opened, all information contained therein will be available to the PUBLIC unless the information is excepted from the requirements of Government Code Section 552 pertaining to Open Records.

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

Title Page:

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

Table of Contents:

All RFP responses must include the following information:

- Clear identification of information by section and page.
- List of three (3) references, including contact person, telephone number, fax number and email address.
- Clear identification of all services able to be provided.

RFP Requirements:

- Vendor must provide a brief history of company and ownership, date started business, current total number of employees, and include any special accommodations / services that could be provided.
- Must bear the original signature of a principal or authorized officer of the interested party.
- Must be typed.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their response to this RFP any additional descriptive information about their services, which they believe, might be helpful.
- All responses to this RFP must be submitted with one original and five (5) copies and an electronic copy (Saved as one complete pdf on a USB Flash Drive), mailed or delivered in a sealed envelope to The HARRIS CENTER for Mental Health and IDD.

Additional documents to be submitted:

- Vendor(s) must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Reference list must be comprehensive – Reference List must be inclusive of contact name, telephone number, fax number and e-mail address. (Local and or Non-local)
- Evidence of Insurance Certificate.
- Submit proof of Historically Underutilized Business "HUB" State Certificate and/or City of Houston M/W/DBE Certificate if applicable.
- Notice “Not To Participate” (See Attachment D)
- Signature Page
## SECTION VI PROPOSAL EVALUATION CRITERIA

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to The HARRIS CENTER. Each item has been assessed a percentage upon which the final score will determined. A total of 100 percentage points for the following items will be considered a perfect score.

The following will be significant factors in evaluating proposals, but the evaluation will not be limited to these items when making a final recommendation.

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<tr>
<th></th>
<th>Complete Proposal</th>
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<tbody>
<tr>
<td>A</td>
<td>Proposal addresses all areas as identified in Section VII regarding Special Requirements and Responsibilities in addition to the Harris Center Proposal process requirements. Value Add: Proposal documents provision of complimentary products, services and/or staff to support the work and mission of The Harris Center.</td>
<td>10%</td>
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<th>References</th>
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<tr>
<td>B</td>
<td>Proposal includes favorable testimonials, recommendations and support from past clients. Areas of review include contract performance, quality of services and responsiveness.</td>
<td>10%</td>
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<th>Performance History</th>
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<td>C</td>
<td>Documentation supports past successful performance in high volume service delivery including retrieval, processing of specimens from multiple draw sites and testing results notification for both normal and critical/panic level values.</td>
<td>10%</td>
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<tr>
<th></th>
<th>Standards Compliance</th>
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<tr>
<td>D</td>
<td>Documentation supports required state, federal licensure, and certifications including proof of renewal and expiration dates.</td>
<td>10%</td>
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<tr>
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<th>Electronic Medical Record (EMR) Interface</th>
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<tr>
<td>E</td>
<td>Proposal documentation supports the ability to successfully interface with designated EMR software program and system. Equal or better functionality with regard to auto printing, reprinting, billing and external portal access. Solution must have capability to interface with EPIC EHR. Currently using Cerner Anasazi.</td>
<td>30%</td>
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<tr>
<th>F</th>
<th>Laboratory Test</th>
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<tr>
<td>F</td>
<td>All laboratory test as requested are listed in proposal.</td>
<td>20%</td>
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<th>G</th>
<th>Cost</th>
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<tr>
<td>G</td>
<td>Laboratory tests pricing will be a determining factor when all other conditions are equal.</td>
<td>10%</td>
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SECTION VII - SPECIALIZED SERVICES TO BE PROVIDED FOR 
AGENCY WIDE CLINICAL LABORATORY SERVICES

TESTING COMPONENTS

1. **CMP (Lab Scan) - Complete Metabolic Profile**
   - Glucose
   - Calcium
   **Proteins:**
   - Albumin
   - Total Protein
   **Electrolytes**
   - Sodium
   - Potassium
   - CO2 (carbon dioxide, bicarbonate)
   **Kidney Function**
   - BUN (blood urea nitrogen)
   - Creatinine
   **Liver Function**
   - ALP (alkaline phosphatase)
   - ALT (alanine amino transferase, SCPT)
   - AST (aspartate amino transferase, SCOT)
   - Bilirubin

2. **Complete Blood Count (CBC)**
   - White Cell Count
   - Hematocrit
   - Platelet count
   - Red Cell Count
   - Hemoglobin

3. **URINALYSIS W/MICROSCOPIC EXAMINATION**
   - Color
   - Specific Gravity
   - Leukocyte Esterage
   - Protein
   - Ketones
   - Bilirubin
   - Epithelial Cells
   - Bacteria
   - Mucous
   - Appearance
   - PH
   - Nitrite
   - Glucose
   - Urobilirubin
   - Occult Blood
   - White Cell Count
   - Red Cell Count
   - Bilirubin
4. Lipid Panel
   - Total Cholesterol Level
   - Triglyceride Level
   - HDL Cholesterol Level
   - LDL Cholesterol Level
   - Cholesterol Ratio

5. DRUG SCREEN

<table>
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<tr>
<th>Amphetamines</th>
<th>Barbiturates</th>
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<tbody>
<tr>
<td>Benzodiazepines</td>
<td>Cocaine Metabolites</td>
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<tr>
<td>Marijuana</td>
<td>Methadone</td>
</tr>
<tr>
<td>Opiates</td>
<td>PCP</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>Alcohol</td>
</tr>
<tr>
<td>Methaqualone</td>
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SECTION VIII - SPECIAL REQUIREMENTS & RESPONSIBILITIES

SPECIFICATIONS REQUIREMENTS AND RESPONSIBILITIES

A. Contractor Requirements and Responsibilities

1. The selected vendor will be required to submit an itemized monthly statement of services that includes date of service, patient name or identification, ordering physician, test performed, test code and net cost.

2. The selected vendor will be required to maintain separate records for each of The HARRIS CENTER location served so as to provide a monthly statistical analysis of test performed by test code and name as well as a cumulative summary reflecting usage at all The HARRIS CENTER facilities.

3. The selected vendor will be required to provide direct billing for services to all payers of claims, other than The HARRIS CENTER, for all participants served by The HARRIS CENTER when the required billing information is supplied on the requisition form. Payment received from third party payers will be considered payment in full for the services rendered.

4. The selected vendor will be required to provide comprehensive in-service for appropriate personnel on an as needed basis, to be arranged by The HARRIS CENTER, Nursing Department.

5. The selected vendor will be required to supply 10% of all collection material and any other related supplies per draw site as necessary for the collection of the test to include centrifuges and lock boxes at no charge.

6. The selected vendor will set up and provide electronic submission of laboratory results per draw site at no additional cost. Equal or better functionality with regard to auto printing, reprinting, billing and external portal access.

7. The selected vendor will provide phlebotomist at agreed upon times to collect, and process samples at no additional cost.

8. The selected vendor will provide a current list of draw sites that The HARRIS CENTER’s patients may be referred to or access as needed.

9. Testing supplies necessary for obtaining, collecting, and transporting specimens will be supplied in full within twenty-four (24) hours of request.

10. All tests listed under PROPOSAL REPLY AGENCY WIDE CLINICAL LABORATORY SERVICES (SECTION IX) will require next day reporting. (no later than 24 hours turn-around)
11. Critical/Panic values will be reported within 1 hour per agreed upon mechanism to unit/clinic.

12. The selected vendor shall maintain appropriate identification and employment eligibility documents to meet the requirements of the Immigration Reform and Control Act of 1986.

13. The selected vendor will have (or will develop) standard HL7 or similar systems/mechanisms to interface with Epic EHR. (Currently using Cerner Anasazi)

B. Laboratory Standards

1. The selected contractor shall be licensed by all state and federal agencies having jurisdiction in such matters and shall submit documentation of such licenses with the Proposal and provide proof of renewal upon expiration dates of licenses including, but not limited to:
   a. H.H.S. Clinical Laboratory License
   b. Medicare License
   c. Medicaid License
   d. College of American Pathologists accredited

2. The selected contractor shall provide to The HARRIS CENTER such information upon request to demonstrate to The HARRIS CENTER'S satisfaction that each of the following items is complied with:
   a. Participation in external proficiency testing programs
   b. Automatic telephoning of panic values for any test
   c. Automatic repeat of grossly abnormal results for confirmation
   d. Internal blind re-submission of previously tested samples
   e. Periodic review of cumulative patient means
   f. Corporate review of external proficiency testing results
   g. Weekly compliance inspections.
   h. Monthly corporate-wide internal proficiency program
   i. Monthly corporate review of performance statistics for each method
   j. Quarterly on-site internal inspection program
   k. Pathologist review of abnormal cytology
   l. Quarterly proficiency testing of cytotechnologist
   m. Quarterly on-site cytology inspection

C. Criminal Background

Criminal Background checks shall be performed on all Clinical Lab Service employees providing service to The HARRIS CENTER.
SECTION IX  REQUEST FOR PROPOSAL - RFP REPLY PAGE

The HARRIS CENTER for MENTAL HEALTH and IDD
AGENCY WIDE CLINICAL LAB SERVICES

Proposal Closing: 10:00 a.m., July 23, 2019

Submitted by: ____________________________________________________________

The contract period is for a one (1) year initial period of performance with Four (4) one-year renewal options at the sole discretion of The HARRIS CENTER based upon satisfactory performance, which will be reviewed, on an annual basis. The contract shall commence with a tentative award date of September 1, 2019, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein. Provide fixed pricing for One (1) base year and Four (4) one year renewal options on the following charts:

If your pricing is government pricing, please provide a copy of your agreement with specific state, federal, or local organization. (Ex. GSA, DIR, Third party Co-Op etc.)

Submitted by: ____________________________________________________________

For Contract Period: 9/1/2019 – 8/31/2020

<table>
<thead>
<tr>
<th>TEST</th>
<th>PRICE PER TEST</th>
<th>DISCOUNT MORE THAN ONE TEST</th>
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<td>Amitriptyline Level</td>
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SECTION X  SIGNATURE PAGE

REQUEST FOR PROPOSALS  
AGENCY WIDE APPRAISAL SERVICES

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL SERVICES LISTED IN EACH RESPONSE TO THIS RFP, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL DOCUMENTS, AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RESPONSE TO THIS RFP OF ANY ONE PROVIDER.

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

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*Responses To This RFP Will NOT Be Accepted If This Page is NOT Signed By An Authorized Representative*
SECTION XI  ATTACHMENTS

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

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

B. HUB Subcontracting Plan
C. Deviation Form
D. Notice Not To Participate
SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT ("Agreement") is entered into and made effective on [date] by and between The Harris Center for Mental Health and IDD, (formerly known as MHMRA of Harris County)(the "Agency" or "The HARRIS CENTER") a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended, and [name] ("Contractor"), with offices at 0000 Drive, Houston, Texas 77000 for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

I. RECITALS

WHEREAS, Agency is the state designated Local Mental Health Authority or Community Center established to provide, arrange for, and coordinate Mental Health and Intellectual Developmental Disabilities ("IDD") services for the residents of Harris County, Texas; and
WHEREAS, the Agency is committed to providing services that are customer friendly and consumer focused;
WHEREAS, Contractor desires to contract with Agency to provide Agency Wide Clinical Laboratory Services;
WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;
NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be delivered therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

II. PERSONNEL

The Agency staff member authorized to approve billing is [name] Director or Vice President of [position]. The Agency staff member responsible for overseeing this Agreement is [name] Director or Vice President of [position].

III. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

INDEPENDENT CONTRACTOR. The relationship between the Agency and Contractor shall be that of an Independent Contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Agency.

Contractor understands and agrees that Agency:

a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;
b) Will not give to Contractor any of the benefits given to employees of Agency.
IV. OBLIGATIONS OF CONTRACTOR

1. SERVICES. The Agency Wide Clinical Lab Services to be provided by Contractor Agency wide and the locations where such services shall be delivered, rendered or given by Contractor are set forth in Exhibit “A” as attached hereto and incorporated herein as if fully set out.

2. QUALIFICATIONS. Contractor will comply with relevant Texas Health and Human Services Commission (“HHSC”) rules and community standards, certifications, accreditations, and licenses and any other professional and educational qualifications.

3. AGENCY APPROVAL OF CONTRACTOR PERSONNEL. Contractor agrees not to subcontract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.

4. REPRESENTATIONS

   (a) Contractor represents and warrants that it is not currently an employee of the Agency.
   (b) Contractor agrees that it shall comply with all applicable federal and state laws, rules and regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act Of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Age Discrimination in Employment Act of 1967.

5. IMMIGRATION REFORM AND CONTROL ACT. Contractor agrees to maintain appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

6. REQUIRED REPORTING REGARDING LICENSURE. Contractor shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or license. Contractor will further report to Agency if any professional has had his/her professional license revoked. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.

7. CONTRACTOR'S GOVERNING BODY. Contractor agrees to provide Agency with a list of the members of Contractor's governing body, if applicable.

8. INVOICE REQUIREMENTS

   Invoices or claim forms for payment must be submitted by the fifth (5th) calendar day of the month following the month in which the services were rendered. All invoices or claim forms must be received no later than forty-five (45) calendar days after the end of the month in which services were rendered. Invoices or claim forms that are received later than forty-five (45) days after the end of the month in which the services were rendered will not be paid. Invoices or claims must be submitted in the following manner:

   (a) Invoice(s) must be submitted in DUPLICATE;
   (b) Invoice(s) must include a purchase order number. The PO number will be forwarded to Contractor upon full execution of the contract.
   (c) Send original invoice(s) to the Agency staff member authorized to approve billing.
   (d) Mark the second copy as DUPLICATE and send to Accounts Payable at the following address or by

   The HARRIS CENTER for Mental Health and IDD
   P.O. BOX 25381
   Houston, Texas 77265
   Attention: Accounts Payable
   Fax (713) 970-7681
9. CONTRACTUAL ABYANCE OR BAR AND DISCLOSURE
Contractor certifies that the Contractor and all Subcontractors are not held in abeyance or barred from an award of federal or state contracts at the time of executing this Agreement. Contractor must notify Agency if Contractor is now or later held in abeyance or barred from an award of a federal or state contract during the term of this Agreement.

V. RECORDS, CONFIDENTIALITY AND ACCESS

1. DISCLOSURE UNDER THE PUBLIC INFORMATION ACT
The HARRIS CENTER is an Agency of the State and a unit of government and is subject to the Texas Open Record Act, Chapter 552 of the Texas Government Code. The Agency operating under the Public Information Act is required upon written request to release information regarding Contractor which may include Contractor information or other documents. Information deemed confidential and proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Texas Attorney General’s Office. Contractor shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the Agency from any duty, responsibility, or liability with regard to the release of any information delivered to the Agency by Contractor.

2. RECEIPTS AND RECORDS
Contractor must retain all financial records, supporting documents, statistical records, and any documents pertinent to the Agreement until seven (7) years after termination of this contract or until any audits, in progress at the end of the seven (7) year period, are complete, whichever is later. Contractor agrees to provide the Agency, upon request, with original receipts for the purchase of all goods and services involving the use of Agency funds as well as any other financial and/or supporting documents or statistical records.

3. CONFIDENTIALITY OF RECORDS OF INDIVIDUALS SERVED BY THIS AGREEMENT
Contractor agrees to comply with all applicable State Confidentiality laws, Health Insurance Portability and Accountability Act regulations including the Business Associate Attachment (Exhibit __) and Date Use Agreement Attachment (Exhibit __), if applicable to services provided, incorporated by reference to this Agreement.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Security and Privacy Rule (45 CFR Parts 160 and 164) and HITECH ACT, Public Law 111,005, and Substance Abuse 42 CRF Part II as outlined below:

(a) Contractor agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services as a Contractor for the Agency that Contractor and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.

(b) Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.

(c) Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term “client identifying information” and/or “protected health information” includes, but is not limited to, a client’s medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has received services at the facility, center, or other designated Contractor.

(d) Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. Contractor agrees to inform the Agency of any attempts to gain access to information pertaining to clients.

(e) Contractor agrees to report to Agency any use or disclosure of protected health information not provided for by this agreement of which it becomes aware. As well as to mitigate, to the extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.
(f) Contractor agrees to make available to the Secretary of State or its designee its internal practices, books, and records and policies and procedures or those of Agency used by Contractor related to the use and disclosure of protected health information for the purpose of determining Contractor’s compliance with the Privacy Rule.

(g) Contractor agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Agency to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

(h) Contractor acknowledges that Agency is not permitted to enter into any agreement with a Contractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Agency without requiring that Contractor to first execute the Subcontractor Agreement Form (Exhibit __), which ensures that the Contractor (Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data Use Agreement for PHI executed between the Agency and HHSC. A copy of the executed DUA is available upon request.

4. CONTRACTOR MONITORING AND ACCESS. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.061(a), that the Agency and its representatives, including independent financial auditors, shall have unrestricted access to all facilities, service providers, records, data, and other information under the control of the contracting entity or its Contractors/subcontractors as necessary to enable the HHSC or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.

5. STATE AUDIT. In compliance with Section 2262.154, Texas Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, and hereinafter amended; Agency and the Contractor do hereby agree that:
   (a) The Comptroller’s office may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;
   (b) Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
   (c) Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the state auditor with access to any information the state auditor considers relevant to the audit or investigation.

VI. INDEMNIFICATION

Contractor hereby agrees to indemnify and hold harmless the Agency and all of its Directors, Officers, Employees and Agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any injuries, death or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of Contractor or Contractor’s personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties pursuant to this Agreement.

VII. OBLIGATIONS OF THE AGENCY

1. PAYMENT
   (a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor in accordance with the fee schedule attached as Exhibit A1 in an amount not to exceed $00/100 ($[-NTE Amount--]) for the Agency fiscal year 2020.

   (b) Payment amount will be based on a monthly invoice, which shall reflect a detailed description of services provided by the Contractor and as approved by the Agency employee authorized to approve billing(s) as set forth above. Payment shall be made forty-five (45) days after receipt of goods, services, or invoice, whichever
is latest. Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. The HARRIS CENTER retains the right to offset payments for prior invoices that were paid and later found to be deficient in any manner.

(c) This Agreement is at all times contingent upon the approval of the Agency’s Board of Trustees or HHSC and the availability and receipt of state or federal funds, and if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Agency.

2. FRANCHISE TAX. If Contractor is a corporation and is at the time of contracting or later becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

3. CONTRACT RATE CHANGE. If Contractor’s contracted rates change during the period of the Agreement, the Contractor will be notified in writing and the Agreement will be amended to reflect such changes.

4. OVERPAYMENT. IN THE EVENT CONTRACTOR RECEIVES OVERPAYMENT FOR SERVICES PROVIDED. CONTRACTOR AND AGENCY AUTHORITY MUTUALLY AGREE THAT SUCH IDENTIFIED OVERPAYMENT WILL BE DEDUCTED IN TOTAL FROM THE NEXT MONTH’S REIMBURSEMENT UNLESS OTHERWISE AGREED UPON IN WRITING BY THE AGENCY.

VIII. INSURANCE

(1) POLICIES, COVERAGEs, AND ENDORSEMENTS

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with IT’S specified coverage and limits, as required by the Agency at the time of executing the agreement, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor’s personnel under this Agreement and all extensions and amendments thereto.

The limits represent the minimum required coverage limits for this type of contract but if either party later determines that an increase in coverage is required, the parties agree to provide with written notice to the other party to request a revised Certificate of Insurance.

(a) Commercial General Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(b) Professional Liability

<table>
<thead>
<tr>
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<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(c) Business Automobile if transporting our consumers.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit Bodily Injury and Property Damage</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(d) Workers’ Compensation & Employers’ Liability if applicable
(e)  Cyber Privacy Liability
    General Aggregate $2,000,000
    Each Occurrence $2,000,000

(2)  INSURED PARTIES

All policies excluding professional liability, employer's liability and worker's compensation shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements during the term of this Agreement.

(3)  SUBROGATION

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

(4)  PRIMARY AND NON-CONTRIBUTORY WORDING

All policies will provide the Primary and Non-Contributory Wording. This wording will be included on the Certificate of Liability Insurance.

(4)  PROOF OF INSURANCE

The policies, coverage and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an Additional Insured party (excluding professional liability or employer's liability) and the Certificate Holder and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

(6)  CANCELLATION

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

IX. NOTICES

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Agency:  With a copy to:

Chief Executive Officer  Director of Contracts, Contracts Dept.
The HARRIS CENTER for MH and IDD  The HARRIS CENTER for MH and IDD
PO Box 25381  PO Box 25381
Houston, Texas 77265-5381  Houston, Texas 77265-5381
X. TERM AND TERMINATION

(1) **TERM.** This Agreement is made effective from DATE, 2019 until August 31, 2020, the end of the Agency fiscal year. In the event the Agency and Contractor are still negotiating, preparing, and/or reviewing the services or Contractor for renewal on the August 31, 2020 termination date, this Agreement shall automatically extend for ninety (90) days or until such time as a renewal agreement is approved by the Agency’s Board of Trustees whichever comes first.

(2) **IMMEDIATE TERMINATION.** Agency may terminate this Agreement immediately if:
Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;

(a) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement, if applicable;
(b) Contractor has become ineligible to receive Agency funds;
(c) Contractor has its Texas license or certification suspended or revoked; if applicable
(d) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
(e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
(f) If the Contractor is noncompliant pursuant to Access, Program Standards, Insurance and/or Financial requirements of this Agreement.

(3) **TERMINATION UPON DEFAULT.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as if set out in full. Such termination shall be ineffective if within said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency’s sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.

(4) **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

(5) **TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

(6) **TERMINATION DUE TO BREACH OF CONFIDENTIALITY STATE AND FEDERAL RULES AND LAWS.** The Agency shall have the right to terminate this Agreement in the event that it becomes aware of a material breach by Contractor of the Agency’s Privacy Policy, Procedures, and/or Practices or becomes aware that Contractor has violated a material provision of the HIPAA Privacy Rule.

(7) **RENEWAL OPTIONS.** The Agency at its option may renew contract annually for four (4) successive one year terms at rate fees specified in Exhibit A attached herein and incorporated by reference as if fully set out. Any
subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated hereunder; subject to annual appropriation.

XI. MISCELLANEOUS PROVISIONS

(a) NONDISCRIMINATION. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

(b) BUSINESS ETHICS. During the course of pursuing contracts, and the course of contract performance, the Agency will maintain business ethics standards aimed at avoiding real or apparent impropriety, abuse, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Contractor by Agency employees, directors, officers and agents. At any time Contractor believes there may have been a violation of this obligation or any business ethics standard, Contractor shall notify the Agency of the possible violation.

(c) CHILD SUPPORT. Contractor shall certify that contractor or offeror is not more than thirty (30) days delinquent in child support payments and eligible to receive payments from state funds as required by the Texas Family Code Section 231.006. This provision also applies to a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest in at least 25%.

(d) CERTIFICATION OF NON-VIOLATION. Under Texas Government Code §2261.053, Contractor certifies that Contractor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

(e) CERTIFICATE/DISCLOSURE OF INTERESTED PARTIES. Effective as of January 1, 2016, as hereinafter modified pursuant to Texas Government Code §2252.908, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. This applies to any Agency contract with a "Not to Exceed" value of $50,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Agency contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity. This provision does not apply to an institution of higher education. For more information see https://www.ethics.state.tx.us/WhatsNew/EI forms/1295.htm.

(f) LOBBYING AND POLITICAL ACTIVITY. Contractor shall not use funds received under this Agreement to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant.

(g) REMEDIES. All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy
or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

(h) AMENDMENT. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.

(i) SEVERABILITY. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

(j) DISPUTE RESOLUTION. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process in accordance with Chapter 10, Texas Government Code §2260.

(k) EXHIBITS. All Exhibits attached hereto are incorporated herein by reference as if fully set out.

(l) ELECTRONIC OR FACSIMILE SIGNATURES AND DUPLICATE ORIGINALS. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

(m) GOVERNING LAW AND VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

(n) ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

[signature page follows]

THE CONTRACTOR WARRANTS AND ASSURES THE HARRIS CENTER THAT IT POSSESSES ADEQUATE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT. THE CONTRACTOR’S GOVERNING BODY, WHERE APPLICABLE HAS AUTHORIZED THE SIGNATORY OFFICIAL(S) TO ENTER INTO THIS AGREEMENT AND BIND THE CONTRACTOR AND REPRESENTATIVE ENTITY TO THE TERMS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO.

COMPANY NAME

Printed/Typed Name
Title

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

RFP - Agency Wide Clinical Laboratory Services
REVIEWED:

Silvia Tiller Esq. Director of Contracts

Chief/Vice President, Title

APPROVED AS TO FORM:

Kendra Thomas, General Counsel
EXHIBIT A

CONTRACTOR: Company Name

CONTRACT ID: Contract ID ####

CONTRACT PERIOD: Effective Date, 2019 – August 31, 2020
With four (4) one-year renewal options remaining.

SERVICE: Agency Wide Clinical Lab Services

SERVICE DESCRIPTION:

TESTING COMPONENTS

1. CMP (Lab Scan) – Complete Metabolic Profile
   - Glucose
   - Calcium
   - Proteins:
     - Albumin
     - Total Protein
   - Electrolytes
     - Sodium
     - Potassium
     - CO2 (carbon dioxide, bicarbonate)
   - Kidney Function
     - BUN (blood urea nitrogen)
     - Creatinine
   - Liver Function
     - ALP (alkaline phosphatase)
     - ALT (alanine amino transferase, SCPT)
     - AST (aspartate amino transferase, SCOT)
     - Bilirubin

2. Complete Blood Count (CBC)
   White Cell Count
   Hematocrit
   Platelet count
   Red Cell Count
   Hemoglobin

3. URINALYSIS W/MICROSCOPIC EXAMINATION
   Color
   Specific Gravity
   Leukocyte Esterage
   Protein
   Ketones
   Bilirubin
   Epithelial Cells
   Bacteria
   Mucous
   Appearance
   PH
   Nitrite
   Glucose
   Urobilirubin
   Occult Blood
   White Cell Count
   Red Cell Count
   Bilirubin

4. Lipid Panel
   - Total Cholesterol Level
   - Triglyceride Level
   - HDL Cholesterol Level
   - LDL Cholesterol Level
- Cholesterol Ratio

5. **DRUG SCREEN**

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<tr>
<th>Amphetamines</th>
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</thead>
<tbody>
<tr>
<td>Benzodiazepines</td>
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<tr>
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<tr>
<td>Opiates</td>
<td>PCP</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>Alcohol</td>
</tr>
<tr>
<td>Methaqualone</td>
<td></td>
</tr>
</tbody>
</table>

**PERFORMANCE: SPECIFICATIONS REQUIREMENTS AND RESPONSIBILITIES**

A. **Contractor Requirements and Responsibilities**

1. The selected vendor will be required to submit an itemized monthly statement of services that includes date of service, patient name or identification, ordering physician, test performed, test code and net cost.

2. The selected vendor will be required to maintain separate records for each of The HARRIS CENTER location served so as to provide a monthly statistical analysis of test performed by test code and name as well as a cumulative summary reflecting usage at all The HARRIS CENTER facilities.

3. The selected vendor will be required to provide direct billing for services to all payers of claims, other than The HARRIS CENTER, for all participants served by The HARRIS CENTER when the required billing information is supplied on the requisition form. Payment received from third party payers will be considered payment in full for the services rendered.

4. The selected vendor will be required to provide comprehensive in-service for appropriate personnel on an as needed basis, to be arranged by The HARRIS CENTER, Nursing Department.

5. The selected vendor will be required to supply 10% of all collection material and any other related supplies per draw site as necessary for the collection of the test to include centrifuges and lock boxes at no charge.

6. The selected vendor will set up and provide electronic submission of laboratory results per draw site at no additional cost. Equal or better functionality with regard to auto printing, reprinting, billing and external portal access.

7. The selected vendor will provide phlebotomist at agreed upon times to collect, and process samples at no additional cost.

8. The selected vendor will provide a current list of draw sites that The HARRIS CENTER’s patients may be referred to or access as needed.

9. Testing supplies necessary for obtaining, collecting, and transporting specimens will be supplied in full within twenty-four (24) hours of request.

10. All tests listed under PROPOSAL REPLY AGENCY WIDE CLINICAL LABORATORY SERVICES (SECTION IX) will require next day reporting. (no later than 24 hours turn-around)

11. Critical/Panic values will be reported within 1 hour per agreed upon mechanism to unit/clinic.

12. The selected vendor shall maintain appropriate identification and employment eligibility documents to meet the requirements of the Immigration Reform and Control Act of 1986.
13. The selected vendor will have (or will develop) standard HI.7 or similar systems/mechanisms to interface with Epic EHR. (Currently using Cerner Anasazi)

B. Laboratory Standards

1. The selected contractor shall be licensed by all state and federal agencies having jurisdiction in such matters and shall submit documentation of such licenses with the Proposal and provide proof of renewal upon expiration dates of licenses including, but not limited to:
   j. H.H.S. Clinical Laboratory License
   k. Medicare License
   l. Medicaid License
   m. College of American Pathologists accredited

2. The selected contractor shall provide to The HARRIS CENTER such information upon request to demonstrate The HARRIS CENTER's satisfaction that each of the following items is complied with:
   d. Participation in external proficiency testing programs
   e. Automatic telephoning of panic values for any test
   f. Automatic repeat of grossly abnormal results for confirmation
   d. Internal blind re-submission of previously tested samples
   n. Periodic review of cumulative patient means
   o. Corporate review of external proficiency testing results
   p. Weekly compliance inspections.
   q. Monthly corporate-wide internal proficiency program
   r. Monthly corporate review of performance statistics for each method
   j. Quarterly on-site internal inspection program
   k. Pathologist review of abnormal cytology
   n. Quarterly proficiency testing of cytotechnologist
   o. Quarterly on-site cytology inspection

C. Criminal Background

Criminal Background checks shall be performed on all Clinical Lab Service employees providing service to The HARRIS CENTER.

TARGETS: Documentation and lab results shall be reported with in ___ hrs. of completion to Agency Clinical Staff and in no event more than ___ hrs. after completion.

Proposal documentation supports the ability to successfully interface with designated EMR software program and system. Equal or better functionality with regard to auto printing, reprinting, billing and external portal access. Solution must have capability to interface with EPIC EHR. Currently using Cerner Anasazi.

RATE AND DESCRIPTION: See Attached Exhibit A1.

NOT TO EXCEED: To be determined

UNIT(S) INVOLVED: 0000 - 000000

PAYMENT DOCUMENTATION: Contractor will submit invoices for services, due by 5th working day of each month, for previous month in accordance with § 9 a, b, c and d for approval.
# Certificate of Interested Parties

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

<table>
<thead>
<tr>
<th>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. The HARRIS CENTER for Mental Health and IDD (formerly known as MHMRA of Harris County).</td>
</tr>
<tr>
<td>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</td>
</tr>
<tr>
<td>4 Name of Interested Party</td>
</tr>
<tr>
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</tr>
<tr>
<td>5 Check only if there is NO Interested Party.</td>
</tr>
<tr>
<td>6 APPLICANT</td>
</tr>
</tbody>
</table>

**Signature of authorized agent of contracting business entity**

**APPEAL NOTARY STAMP / SEAL ABOVE**

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

**Signature of officer administering oath**

**Printed name of officer administering oath**

**Title of officer administering oath**

**ADD ADDITIONAL PAGES AS NECESSARY**
ATTACHMENT B

HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS

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

Vendor: ___________________ Vendor/Provider Identification Number: ____________

Address: ________________________________

Phone: ___-___-___ Proposal Number: ____________ Contract Amount: ____________

Description of commodities/specifications: _______________________________________

Duration of Contract: ________________________________________________________

Name of Subcontractor/Vendor: ______________________________________________

Address: _____________________________________________________________________

Phone: ___-___-___ Is the subcontractor a certified HUB? ___ Yes ___ No

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

Dollar amount of contract with subcontractor/vendor: $__________________________

Percentage amount of contract with subcontractor/vendor: %_______________________

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

____________________________________________________________________________

____________________________________________________________________________

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/VENDOR
ATTACHMENT C

DEVIAITION FORM

Commitment Statement

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

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

<table>
<thead>
<tr>
<th>SPEC #</th>
<th>Section #</th>
<th>Or Page #</th>
<th>DEVIATION</th>
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<tbody>
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</table>

Company Name ___________________________  Authorized Signature ___________________________  Date ________________
ATTACHMENT D

NOTICE “NOT TO PARTICIPATE” FORM

Dear Vendor

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

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

Category (ies): ____________________________________________________________

☐ I/We have chosen NOT to submit a Proposal at this time, but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason(s): ________________________________________________________________

..........................................................................................................

☐ Please REMOVE my/our name from all The HARRIS CENTER lists until further notice.

Reason(s): ________________________________________________________________

..........................................................................................................

Independent Provider and/or Provider Firm Name: ________________________________

Representative: _____________________________________________________________

Address: __________________________________________________________________

E-mail: ___________________________________________________________________

Phone ( ) __________________ Fax ( ) __________________

PLEASE RETURN THIS FORM ONLY TO:

The HARRIS CENTER For Mental Health And IDD
Purchasing Department
Notice “Not to Participate” – “RFP for Agency Wide Clinical Laboratory Services”
9401 Southwest Freeway
Houston, Texas 77074

Authorized Signature: __________________________________ Date: ________________

Title: ___________________________________________________________________

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

Thank you for your time and assistance.
ATTACHMENT E

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

Form W-9, Pages 1 – 4
Attached

Vendor/Providers are to complete this form and submit with their Proposal documents. Go to attached link for W-9, if Proposal/Bid was emailed.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

Address (number, street, and apt. or suite no.) See instructions.

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose name to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certificate instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amounts reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requestor gives you a form other than Form W-8 to request your TIN, you must use the requestor's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:
- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requestor the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requestor,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requestor that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requestor that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1
You must enter one of the following on this line: do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your return.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the same name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is THEN check the box for...
- Corporation
- Individual
- Sole proprietorship, or
- Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.
- LLC treated as a partnership for U.S. federal tax purposes.
- LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or
- LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.
- Partnership
- Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13:

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 591

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification
To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1964 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account ¹</td>
</tr>
<tr>
<td>Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account ²</td>
</tr>
<tr>
<td>Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor ³</td>
</tr>
<tr>
<td>The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor/trustee ⁴</td>
</tr>
<tr>
<td>So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner ⁵</td>
</tr>
<tr>
<td>Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner ⁶</td>
</tr>
<tr>
<td>Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))</td>
<td>The grantor ⁷</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disregarded entity not owned by an individual</td>
<td>The owner ⁸</td>
</tr>
<tr>
<td>A valid trust, estate, or pension trust</td>
<td>Legal entity ⁹</td>
</tr>
<tr>
<td>Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation ¹⁰</td>
</tr>
<tr>
<td>Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization ¹¹</td>
</tr>
<tr>
<td>Partnership or multi-member LLC</td>
<td>The partnership ¹²</td>
</tr>
<tr>
<td>A broker or registered nominee</td>
<td>The broker or nominee ¹³</td>
</tr>
</tbody>
</table>

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¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

₂ Circle the minor’s name and furnish the minor’s SSN.

₃ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

₄ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Notes: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-909-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.