Request For Proposal

The Harris Center for Mental Health and IDD

Psychiatric Assessment and Medication Management via Telemedicine

December 2017

PROJECT # 18/0009

The Harris Center for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, Texas  77074
INVITATION TO INTERESTED PSYCHIATRIC ASSESSMENT AND MEDICATION MANAGEMENT VIA TELEMEDICINE PROVIDERS

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County) is accepting proposals from suppliers/providers experienced in providing PSYCHIATRIC ASSESSMENT AND MEDICATION MANAGEMENT VIA TELEMEDICINE. The successful vendor(s) will be expected to provide psychiatric assessment and medical management for The HARRIS CENTER for Mental Health and IDD on an as needed basis.

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County) 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 for Mental Health and IDD 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 for Mental Health and IDD.

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

Nina Cook, MBA, CTPM, CPPB
Purchasing Manager
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 (formerly MHMRA of Harris County), 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 for Mental Health and IDD (formerly MHMRA of Harris County) 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 (formerly MHMRA of Harris County), invites interested and qualified vendor(s)/firm(s) to respond to this RFP for the provision of PSYCHIATRIC ASSESSMENT AND MEDICATION MANAGEMENT VIA TELEMEDICINE. The successful vendor(s)/firm(s) will be expected to provide psychiatric assessment and medication management for The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County), on an as needed basis.
# SECTION II

**RFP TIME LINE OF EVENTS**

"DATE SENSITIVE MATERIAL"

<table>
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<tr>
<th>Event</th>
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<tr>
<td>Release of RFP to Prospective Firms of Service</td>
<td>Tuesday, January 23, 2018</td>
</tr>
<tr>
<td>Non-Mandatory Conference</td>
<td>Tuesday, January 30, 2018, 1:00 P.M.</td>
</tr>
<tr>
<td>Deadline to Receive Questions From Prospective Firms</td>
<td>Tuesday, February 6, 2018</td>
</tr>
<tr>
<td>Response to Questions from Project Team</td>
<td>Tuesday, February 13, 2018</td>
</tr>
<tr>
<td>RFP Deadline (Original and Copies Submitted)</td>
<td>Tuesday, February 20, 2018 at 10:00 A.M.</td>
</tr>
<tr>
<td>Proposal Opening</td>
<td>Tuesday, February 20, 2018 at 10:15 A.M.</td>
</tr>
<tr>
<td>Anticipated Award Date:</td>
<td>Contingent upon Board Approval</td>
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</table>
SECTION III - GENERAL INSTRUCTIONS

A. Request for Proposal Format and Due Date

Open format is acceptable. No formal application document is being provided by Tae 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/Non-Mandatory Conference

Non-Mandatory Conference: Tuesday, January 30, 2018 at 1:00 P.M., at 9401 Southwest Freeway
or:  Participants may dial-in from any location using the Access # & PIN code below.
   Toll-Free Access # 1-866-206-0240
   Participant PIN Code: 856669#

Questions from Vendors: Tuesday, February 6, 2018 by 5:00 P.M.
Deadline for Response to Questions: Tuesday, February 13, 2018 by 5:00 P.M.

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

James Blunt, C.P.M.
Office: (713)-970-7116
Buyer II
Email: james.blunt@mhmraharris.org

CC:
Sharon Brauner, C.P.M., A.P.P.
Office: (713) 970 - 7279
Buyer III, Senior Purchasing Coordinator
Email: Sharon.brauner@mhmraharris.org

CC:
Nina M. Cook, MBA, CTPM, CPPB
Office: (713) 970 - 7287
Purchasing Manager
Email: nina.cook@mhmraharris.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, February 20, 2018 by 10:00 A.M. Original documents must be signed in ink with five (5) additional photocopies and an electronic copy (CD-ROM or 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: James Blunt, Buyer II
9401 Southwest Freeway, Houston, Texas 77074

“RFP FOR PSYCHIATRIC ASSESSMENT AND MEDICATION MANAGEMENT VIA TELEMEDICINE” DO NOT OPEN UNTIL TUESDAY, FEBRUARY 20, 2018 AT 10:00 A.M.

No response to this RFP will be accepted after the stated deadline.
Respondents may mail or personally deliver their Proposal to the Purchasing Office of The HARRIS CENTER at the above address. The HARRIS CENTER will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

Proposals shall include all documentation as requested in the Request for Proposal.

D. Proposal Opening

A public Proposal Opening will be held immediately following receipt of Proposals on Tuesday, February 20, 2018, at 9401 Southwest Freeway, Houston, Texas, 77074.

E. 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.

F. 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. Vendors are to complete this form and submit with their proposed documents.

G. References and Experience

All interested parties are required to submit with their RFP a minimum of five (5) references where interested party has provided services that pertain to the size and scope of this project (within the six months to one year). 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.

Suppliers 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.

H. (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.

I. Permits

Any and all permits as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the interested parties/Vendor.
I. 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.

J. Payments

Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment, each invoice should indicate purchase order number, discount terms and include Vendor's name and return remittance address.

K. Price Adjustments

Vendor will be required to honor their proposal prices for the term of the contract period.

L. 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.

If your firm is not certified, please submit Attachment B, if you intend to subcontract services. If not, write “none” on Attachment B and submit it.

M. 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.

N. Direct or Indirect Assignment

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

O. Form W-9

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

A. Modification or Withdrawal of Proposals

Any Proposal 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. Offer and Acceptance Period

All Proposals must be an irrevocable offer valid for one hundred twenty (120) days after the RFP opening.

C. Late Proposal

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

D. Irregularities

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

The HARRIS CENTER shall have the right to reject Proposals 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 Proposal.

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

E. Oral Presentations

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

F. Amendments to the Proposal

If it becomes necessary to revise any part of this Proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each Vendor via faxed amendment or e-mail.

G. Availability of the Proposal

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

H. Retention of Proposal

All Proposals considered by THE HARRIS CENTER shall become the property of THE HARRIS CENTER and shall not be returned.
I. Notice to “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)

J. Incurred Expenses

The HARRIS CENTER shall not be responsible for expenses incurred by a Vendor in the preparation and submission of a Proposal. This provision also includes any costs involved in providing an oral presentation of the Proposal.

K. Deviation Form

Each proposal shall contain a Deviation Form, which also contains a vendor commitment to operate within the provisions of this Request for Proposal and Sample Contract. 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 or Sample Contract. Please note that the sample and final contract have provisions that are not subject to negotiation. Those provisions are Indemnification, Jurisdiction, Venue and Damage Limitations. Note further, that the sample contract includes provisions for submitting a Certificate of Insurance. However, all RFP submittals must include an Evidence of Insurance Certificate. A Certificate of Insurance will be requested at the time of final contracting if your proposal is selected. 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)

L. Subcontractors

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

M. Term of Contract

This Agreement initially is made effective upon date of execution until August 31, 2018, 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:

N. 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.

O. Conflict of Interest Provision

The conflict of interest provision is applicable, in that vendors who develop or draft specifications, requirements, statements of work and/or RFP for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

P. Pricing

Each contractor shall provide responses to “Proposal Reply” page with their proposal cost detailed as per the template provided in Section IX.
Q. 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 – PROPOSAL EVALUATION PROCESS

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>Overall Program Concept</th>
<th>15%</th>
<th>Indication that the vendor has a well-defined concept and program structure for all components of service desired by The HARRIS CENTER.</th>
</tr>
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<tbody>
<tr>
<td>B</td>
<td>Hardware/Software Technology</td>
<td>15%</td>
<td>Indication that the vendor has a well-defined concept and program structure for all hardware/software technology desired by The HARRIS CENTER.</td>
</tr>
<tr>
<td>C</td>
<td>Understanding</td>
<td>15%</td>
<td>Indication that the vendor understands the nature of The HARRIS CENTER services and constraints in providing those services and that the vendor has thoroughly analyzed The HARRIS CENTER’s needs and requirements.</td>
</tr>
<tr>
<td>D</td>
<td>Financial Condition</td>
<td>15%</td>
<td>Include a copy of your latest annual report or other comparable document. As evidenced by the financial information requested of each vendor, indication that the vendor, or vendors, is financially stable and able to provide related services in its entirety.</td>
</tr>
<tr>
<td>E</td>
<td>History and Description of Firm</td>
<td>5%</td>
<td>Provide a brief history and description of your firm. The description should include the size (number of employees) and areas of specialization in treating clients with highly complex mental health needs.</td>
</tr>
<tr>
<td>F</td>
<td>Credentials of Staff</td>
<td>20%</td>
<td>Describe any special expertise your firm has in highly complex mental health needs providing Telemedicine services to agencies of the state or other related organizations.</td>
</tr>
<tr>
<td>G</td>
<td>References</td>
<td>10%</td>
<td>Provide the names, telephone numbers, emails and addresses of at least five business references; preferably, from similar not-for-profit entities located in Texas. Particular attention will be given to the quality of the response from references, particularly those in the Houston area and other centers of similar scope and premium value. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.</td>
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<tr>
<td>H</td>
<td>Cost</td>
<td>5%</td>
<td>Cost will only become a determining factor when all other conditions are equal.</td>
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Your Proposals shall include responses to the following questions and or statement.

A. Overall Program Concept:

1) Are you capable of providing Psychiatric Evaluations via telemedicine On-Demand and provide Psychiatric medication and follow up medication checks when medical and relief staffs are unavailable.

2) Do you have the ability to respond for urgent evaluations within 60 minutes, or shift assignment as arranged, by a Psychiatrist or Advanced Nurse Practitioner?
B. Hardware/Software Technology

1) Can you use the A/V equipment we have available (Life-size)? If not, do you provide the telemedicine equipment and provide training and technical support to staff? What is the brand name of the hardware you will provide?

2) If you require special telemedicine software, what is it? Do you provide and support it? Identify the software and describe how it will be supported technically 24 hours a day 365 days a year.

3) Define the level of support you will supply on the hardware and software related to this implementation?

4) What connectivity requirements (type, bandwidth, etc.) are necessary to ensure best performance and reliability of your system? Do you require Wi-Fi and, if so, are there any configuration requirements? Can you function reliably using cellular connectivity?

5) Describe your business continuity and disaster recovery capabilities and back up procedures. If applicable.

6) Will your system be High Definition (must provide end to end H/D solution)?

7) Given your experience with similar customers, what time frames are required for implementation?

8) Is your system a Web-based solution or an all in one solution? Or is it a combination of both? If both, please describe how both would interact with each other.

9) How is the protected health information stored, on US mainland or overseas?

10) Do you record video sessions? If you do record sessions, how can we access them? Is there a fee to download them? In what file format are they stored?

11) Proposed solutions must be able to support HIPAA compliant workflows, data transmission, and storage. Please describe how your solution(s) accommodate this requirement.

C. Understanding:

1) Do you offer a Customer Service Department that has experienced and dedicated service representatives, and if so how many hours is it available, what is the response time?

2) And if so, how many hours is it available and what is the response time? Do you have policy and procedures that meet and comply with all applicable laws and regulatory criteria for the provision of Telemedicine services in the State of Texas (Texas license is required)?

3) Do you have a 24 hour helpdesk?

4) Do you verify or obtain physicians licensure to ensure that his/her license is current, active and in good standing? Please explain your process.

5) Are you familiar with The HARRIS CENTER’s service delivery system and requirements? Please explain.

D. Financial Condition:

1) Please provide evidence of insurance, contact information for your current insurance company, and length of time your company has been covered by your current insurance provider.

2) Contractor 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.

E. History and Description of Firm:

1) How many years has your company been in business?

2) Does your company have a parent or partner company? If so, what is it and how long has this relationship existed?

3) How many people in total does your company employ?

4) How many customers with fully implemented systems do you have? How many in Texas? How many Texas customers are Community MHMR Centers?

5) How many new customers acquired the proposed system in the last two years?
6) Is your company currently involved or within the last three years been involved in any litigation or settlement proceedings? If yes, briefly describe.
7) Please provide general literature with an executive summary.
8) What are your greatest strengths?
9) How do you differentiate yourself from competitors?
10) Are you a HUB provider?

F. Credentials of Staff

1) How many licensed Texas physicians and advanced practice nurses do you have? What are their credentials?
2) Do you have the ability to provide specially trained child, adolescent and adult board certified Psychiatrists?

G. References:

1) Please submit with their RFP response a minimum of five (5) references where interested party has provided service (within the last six months to one year) that pertains to this type of project/service. 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.

G. Cost:

1) Provide your proposed cost for Telemedicine services in Section IX, Proposed Reply Page.
SECTION VI – SPECIALIZED SERVICES TO BE PERFORMED

Scope of Services:

The HARRIS CENTER seeks a Provider/Supplier that can provide **PSYCHIATRIC ASSESSMENT AND MEDICATION MANAGEMENT VIA TELEREDICINE.** Urgent, On-Demand Psychiatric Evaluation and Follow-ups via Telemedicine will be required.

**Overview/Scope of program:** To provide Psychiatric Evaluations via Telemedicine On-Demand and provide Psychiatric medication and follow up medication checks when medical and relief staffs are not available. Must have the ability to respond for emergent evaluations within 15 minutes, urgent evaluations within 60 minutes, or shift assignment as arranged, by a Psychiatrist or Advanced Nurse Practitioner. Must have the ability to provide telemedicine equipment, training and technical support.

The following definitions and standards are included as a quick reference source. The list is not exhaustive or intended to provide legal advice. Please consult with an attorney of your own choosing as to whether or not you or your company meet the legal requirements to participate as a Telemedicine Provider as requested within this RFP.

**Definitions:**

**Distant Site Provider:** A Distant Site Provider is a Physician or a Physician Assistant or Advance Practice Nurse who is supervised by and has delegated authority from a licensed Texas Physician, who uses Telemedicine to provide health care services to a patient in Texas. **Distant Sight Providers must be licensed in Texas.** A Distant Site Provider is not required to see the patient in person prior to providing treatment via **Telemedicine communication mental health services,** except in a behavioral health emergency.

A provider is required to conduct a Face-to-Face evaluation via Telemedicine at an established medical site prior to providing ongoing care or treatment for a patient referred by another physician who completed a Face-to-Face evaluation via Telemedicine at an established medical site.

**Face-to-Face Evaluation:** A “face-to-face” evaluation is defined under the rules as including an evaluation performed by a Distant Site Provider for a patient who is located at a different location qualifying as an established medical site.

**In-Person Evaluation:** An In-Person evaluation is one that is conducted by the provider for a patient located in the same physical location as the provider.

**Telemedicine Services:** The practice of medical care delivery, initiated by a distant provider, who is physically located at a site other than the site where the patient is located, for the purposes of evaluation, diagnosis, consultation, or treatment which requires the use of advanced telecommunications technology that allows the distant site provider to see and hear the patient in real time.

**Standard of Care:** The LMHA, and Provider must ensure that **Telemedicine,** is implemented in accordance with written procedures and using a protocol approved by the LMHA’s Medical Director.

Procedures regarding the provision of Telemedicine service must include the following requirements specifically:

a. clinical oversight by the LMHA’s Medical Director or designated physician responsible for medical leadership;
b. contraindications for Telemedicine use;
c. qualified people to ensure the safety of the individuals being served by Telemedicine at the remote site; and
d. use by credentialed or licensed Providers who provide clinical care within the scope of their credential or license.

The requirements for a **Distant Site Provider** are as follows:

a. Distant Site Provider who provides Telemedicine Medical Services at a site other than an established medical site for a patient’s previously diagnosed condition must either:
   1) see the patient one time in a face-to-face visit before providing telemedicine medical care; or
   2) see the patient without an initial face-to-face visit, provided that the patient has received an in-person evaluation by another physician who referred the patient for additional care and the referral is documented in the medical record.

b. Patient Site Presenters are not required for pre-existing conditions previously diagnosed by a physician through a face-to-face visit.
c. All patients must be seen by a physician for an in-person evaluation at least once a year.
d. Telemedicine medical services may not be used to treat chronic pain with scheduled drugs at sites other than medical practice sites.
e. A Distant Provider may treat an established patient’s new symptoms which are unrelated to a patient’s preexisting condition provided that the patient is advised to see a physician in a face-to-face visit within 72 hours. A Distant Site Provider may not provide continuing Telemedicine medical services for these new symptoms to a patient who is not seen within 72 hours. If a patient’s symptoms are resolved within 72 hours, such that continuing treatment for the acute symptoms is not necessary, then a follow-up face-to-face visit is not required.

In order to provide medical care via **Telemedicine**, a **Distant Site Provider** must in all cases establish a physician-patient relationship, which at a minimum includes:

a. establishing that the patient requests the treatment is in fact the person claims to be;
b. establishing a diagnosis through the use of acceptable medical practices, including documenting and performing patient history, mental status examination, appropriate diagnostic and laboratory testing, and for medical care other than mental health services, a physical examination; and
c. discussing with the patient the diagnosis and the evidence for it, the risks and benefits of various treatment options; and ensuring the availability of the distant site provider or coverage of the patient for appropriate follow-up care.

**Telemedicine Medical Services provided at an established medical site may be used for all patient visits**, including initial evaluations to establish a defined physician-patient relationship between a **Distant Site Provider and a patient**.

a. For new conditions, a patient site presenter must be reasonably available onsite at the established medical site to assist with the provision of care. It is at the discretion of the Distant Site Physician if a Patient Site Presenter is necessary for follow-up evaluation or treatment of a previously diagnosed condition.

b. A Distant Site Provider may delegate tasks and activities to a Patient Site Presenter during a patient encounter.

c. A Distant Site Provider delegating tasks to a Patient Site Presenter shall ensure that the patient site presenter to whom delegation is made is properly supervised.

d. If the only services provided are related to mental health services, a Patient Site Presenter is not required, except in cases of behavioral emergencies, as defined by 25 TAC §415.253 (relating to Definitions).

**Specific Needs**: Detailed requirements are as follows:

a. On-Demand Psychiatric Evaluations & Follow-ups: 24-7/365 Coverage with a 60 minute or better response time by a Psychiatrist or Advanced Nurse Practitioner available on demand.
b. Outpatient Evaluations On-Demand or Scheduled: Monday through Friday, 8:00 a.m.-5:00 p.m.
   Outpatient Evaluations On-Demand where Staff assertively works with patient and family for entire shift (1 Hour, 4 Hours, & 8 Hours).

Provider/Supplier may, on request by The HARRIS CENTER, provide a demo of the proposed services, which may be held online, or at one of The HARRIS CENTER’S designated sites.
SECTION VII - PROPOSAL CONTENTS

Title Page:

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

Table of Contents:

All must include the following information:

- Clear identification of information by section and page.
- List of at least five (5) references, including contact person, telephone number, fax number and email address.
- Identification of all services provided.
- Evidence of insurance must accompany all Proposals.
- A W-9 must accompany all Proposals.

Proposals:

- 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.
- Description of services available under this RFP.
- 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 Proposals any additional descriptive information about their services, which they believe, might be helpful.
- All Proposals responses must be submitted with one (1) original and six (6) additional photocopies and a flash drive (USB) or CD-ROM, mailed or delivered in a sealed envelope to The HARRIS CENTER.

Additional documents to be submitted:

- Contractor 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)
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Evidence of Insurance
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment B)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice to “Not to Participate” Form (Attachment D)
- Policy & Procedure for criminal background checks of personnel or subcontractor that would gain entrance to or provide service to The HARRIS CENTER properties.
- Completed Form W-9

**PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS.**
SECTION VIII – PROPOSAL REPLY PAGE

Submitted by: ________________________________

Name of Solicitation:

PSYCHIATRIC ASSESSMENT AND MEDICATION MANAGEMENT VIA TELEMEDICINE

Contract Period:

This Agreement initially is made effective upon date of execution until August 31, 2018, 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:

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

(Please submit proposed cost for the contract periods listed below on the attached pages 17-21)
<table>
<thead>
<tr>
<th>Service</th>
<th>Availability</th>
<th>Staff Approach</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Demand Psychiatric Evaluations and Follow-ups</td>
<td>24-7 coverage</td>
<td>Psychiatrist or Advanced Nurse Practitioner available on demand</td>
<td>Initial: $_______ / patient</td>
</tr>
<tr>
<td></td>
<td>60 minute or better response time</td>
<td></td>
<td>Follow-up: $_______ / patient</td>
</tr>
</tbody>
</table>
| Outpatient Evaluations                       | Outpatient Clinical setting | Psychiatrist or ANP to do Psychiatric assessments or Medication follow up | 1 Hour: $________  
4 Hours: $________  
8 Hours: $________ |
| On-Demand or Scheduled                       | Monday - Friday 8:00 A.M. to 5:00 P.M. |                                                     |                                     |
| Additional Fees:                             | Please provide any Additional Fees/Services that your firm may have that are not captured in this solicitation. | $________                         |
## FOR CONTRACT PERIOD 09/01/2018– 08/31/2019

<table>
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$_______
### Service

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8 Hours: $_________ |

**Additional Fees:**
- Please provide any Additional Fees/Services that your firm may have that are not captured in this solicitation.
  - $_________
SECTION IX - SIGNATURE PAGE

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 MATERIALS LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE VENDOR.

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

Authorized Signature ___________________________ Vendor’s Name ___________________________

Typed or Printed Name ___________________________ Number and Street Address ___________________________

Title ___________________________ City, State, Zip Code ___________________________

(_______) _______________ (_______) _______________
Telephone Number ___________________________ Fax Number ___________________________

__________________________
E-Mail Address

This Proposal Will NOT Be Accepted If This Page is NOT Signed By An Authorized Representative
SECTION X – ATTACHMENTS

A - SAMPLE CONTRACT
A sample contract is included for your review (Attachment A). The sample contract is included as a form reference only. The insurance requirements of the final contract may or may not be the same as in the attached Sample Contract. All respondents must submit an Evidence of Coverage Certificate with your initial response. In the event you are awarded this contract the Contracts Department will request a Certificate of Insurance at that time. The COI must demonstrate that you have appropriate insurance coverage as requested from the Contracts Department. Additionally, The HARRIS CENTER must be listed as an Additional Insured on the certificate, along with the proper and required subrogation provision(s).

B - HUB SUBCONTRACTING PLAN
(Historically Underutilized Business)

C - DEVIATION FORM

D - NOTICE TO “NOT TO PARTICIPATE” FORM

E – FORM W-9, Rev. November 2017, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
ATTACHMENT A

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into and made effective on this _____ day of ________, 2018 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 & Safety Code Ann. (Vernon 1992), as amended, (the “Agency”) and___________ (“Contractor”), with offices at___________ Houston, Texas 77 ___ , 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 mental retardation 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 Psychiatric Assessment and Medication Management through Telemedicine 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 Dr. Daryl Knox, Chief Medical Officer. The Agency staff member responsible for overseeing this Agreement is Dr. Daryl Knox, Chief Medical Officer.

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 Psychiatric Assessment and Medication Management through Telemedicine Medical Services to be provided by Contractor to persons referred by the Agency; the schedule of hours Contractor will deliver such services; and the locations where such services shall be delivered by Contractor are set forth in Exhibit A. Any work schedule may be altered, after due notice has been given, by either party when necessary. Services furnished to each consumer shall be provided in accordance with consumer’s Plan of Care (POC).
   (a) The Plan of Care shall set forth the needs of the recipient of services being served pursuant to this Agreement in a manner consistent with Texas Health and Human Services Commission (“HHSC”) standards.
   (b) Consumers to be served by Contractor shall be designated by the Agency after reasonable advance notice to the Contractor. The Agency will not pay for services provided before authorization to begin services has been given by appropriate Agency staff.
   (c) The number of slots in each service area and the per diem rate for each service are set forth in Exhibit A.
   (d) The Agency will only pay for services that explicitly meet the definition for those services set forth in the HHSC Data Verification Criteria Manual.

2. DEFINITIONS.
   Telemedicine Services. The practice of medical care delivery, initiated by a distant provider, who is physically located at a site other than the site where the patient is located, for the purposes of evaluation, diagnosis, consultation, or treatment which requires the use of advanced telecommunications technology that allows the distant site provider to see and hear the patient in real time.
   Tele-monitoring A health service that requires scheduled remote monitoring of data related to patient's health and transmission of the data to a licensed home health agency or a hospital.
   Distant Site Provider. A physician or a physician assistant or advance practice nurse who is supervised by and has delegated authority from a licensed Texas Physician, who uses telemedicine to provide health care services to a patient in Texas. Distant Site Providers must be licensed in Texas.
   Established Medical Site. A location where a patient will present to seek medical care where there is a patient site presenter and sufficient technology and medical equipment to allow for an adequate physical evaluation, as appropriate for the patient's presenting complaint. It requires establishing a defined physician patient relationship, as defined by § 190.8 (1) (L) of this title. A patients private home is not considered an established medical site, except as provided in § 174.6(d) of this title. An established medical site includes a Mental Health and Mental Retardation Centers (MHMRs) and Community Centers.” TAC, Title 22, Part 9, Chapter 174 and Rule 174.2.

2.1 TELEMEDICINE MEDICAL SERVICES. Contractor shall ensure that the services are implemented in accordance with current governing laws, written procedures and using protocol approved by the Agency’s Chief Medical Officer or Medical Director that includes but is not limited to the following requirements:
   (a) Clinical oversight by Contractor’s Chief Medical Officer or designated physician responsible for medical leadership;
   (b) Contraindication considerations for telemedicine use;
(c) Priority in scheduling the system for clinical care of consumers;
(d) Quality oversight and monitoring of satisfaction of the consumers served; and
(e) Management of information and documentation for services that ensures timely access to accurate
information between the two sites.

3. 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.

4. 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.

5. 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

6. DISCLOSURE. Contractor declares that neither Contractor nor any of its subcontractors or employees
rendering services pursuant to this Agreement is held in abeyance or barred from the award of a federal or
state contract at the time of executing this Agreement; and Contractor will give immediate notification to
the Agency if such occurs anytime during the term of this Agreement.

7. 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

8. 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.

9. TRAINING. Contractor agrees to obtain and/or maintain training as required by the Program
Compliance Department and as approved by the Agency. A current list of training requirements may be
obtained from the Agency Program Compliance Department Director. Proof of all required training shall be
submitted to the Agency within sixty (60) calendar days of contract start date. Required training may be
obtained from the Agency; however, Contractor shall not bill Agency for said training hours. Failure to
obtain and/or keep current required training may be considered grounds for termination of this Agreement.

10. REPORTS OF ABUSE AND NEGLECT.
(a) Contractor must report any allegation of abuse, neglect, or exploitation of persons served under
this Agreement in accordance applicable law, including federal and state laws, HHSC rules, rules of the
Texas Department of Protective and Regulatory Services, and rules of the Texas Department of Health, and
Agency policies and procedures.
(b) Contractor agrees that Agency will be notified within twenty-four (24) hours of any significant
incident which involves a consumer or consumers served under the Agreement with Agency. Examples of
significant incidents include but are not limited to:
(1.) Death of a consumer,
(2.) Intentional injury inflicted on a consumer by another consumer,
(3.) Accidental injuries requiring medical care,
(4.) Elopement,
(5.) Missing person,
(6.) Any event that may put a consumer in a position different than the everyday routine such as: fire, flood, tornado, hurricane, bomb threat, loss of heating or air conditioning during extreme weather, or other incident of sufficient severity to require moving consumers from or evacuating a facility,
(7.) Any armed robbery, attempted armed robbery, or theft of any medication, or the diversion of controlled drugs by staff or consumer, shall also be reported to the local law enforcement agency,
(8.) Unusual occurrences while on outings or group trips including but not limited to near drowning or being detained/arrested/jailed by police,
(9.) Allegations of physical, verbal, and/or sexual abuse of an individual. Allegations of physical, verbal, and/or sexual abuse shall also be reported to the local law enforcement agency. Visible injury does not have to occur for there to be abuse. Examples of abuse include but are not limited to: hitting, kicking, biting, subjecting someone to very hot or very cold water, unauthorized or illegal use of restraints, pushing, shoving, shouting, verbal threats, use of profane language, or involuntary sexual acts.

(c) Contractor shall report any incident in writing to the Agency staff person named as responsible for monitoring the contract.

11. REQUIRED INFORMATION FOR CRIMINAL CONVICTION CHECKS.
(a) Contractor shall provide to the Agency proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, whose duties place them in direct contact with clients, pursuant to Texas Health and Safety Code, Section 533.007 and Chapter 250, the Texas Government Code, Section 411.115, and Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment); and
(b) That if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment), then the Contractor/subcontractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with a mental disability served by the Contractor/subcontractor; and
(c) If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

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

13. ACCESS. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.060, 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.
In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, The HARIS CENTER and the Contractor do hereby agree that:
(a) The State Auditor's Office (SAO) 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: (A) evaluating the entity’s performance under the contract or subcontract; (B) determining the state’s rights or remedies under the contract; (C) evaluating whether the entity has acted in the best interest of the state.

14. ACCESS TO BOOKS AND RECORDS OF SUBCONTRACTOR FOR MEDICARE OR MEDICAID. If it shall be determined or asserted that this Agreement is a contract between a provider and a subcontractor within the meaning of 42 C.F.R. 420.300-420.304, as amended, or any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made pursuant thereto, then Contractor hereby agrees that:
(a) Until the expiration of seven (7) years after furnishing of any service pursuant to this Agreement, Contractor shall provide, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), the Comptroller General of the States (the "Comptroller General"), or any of their duly authorized representatives, this Agreement, and books, documents and records that are necessary to certify the nature and extent of any costs incurred by the Agency with respect to this Agreement, and the services provided pursuant thereto; and
(b) If Contractor subcontracts any part of this contract that has a value or cost of $10,000 or more over a (12) month period, the subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request by the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents, and records of such organization or individual that are necessary to verify the nature and extent of the costs incurred with respect to such subcontract and the services provided pursuant thereto.

15. CONFIDENTIALITY OF RECORDS OF INDIVIDUALS SERVED BY THIS AGREEMENT.
(a) To the extent allowed by law, Contractor agrees to keep all client information confidential in accordance with all applicable state and federal laws, statutes, regulations, and HHSC rules protecting the confidentiality of such information, including 42 C.F.R. Part 2.
(b) Contractor agrees to institute appropriate procedures for safeguarding client information, especially client identifying information. The term "client identifying 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 been a client of the facility, center, or other designated provider.

16. AIDS/HIV WORKPLACE GUIDELINES. Contractor shall adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines consistent with state and federal laws.

17. 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.

18. 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 The HARRIS CENTER's purchase order number. The PO number will be forwarded following the 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 facsimile:

The HARRIS CENTER for Mental Health and IDD  
P.O. BOX 25381  
Houston, Texas 77265  
Attention: Accounts Payable  
Fax (713) 970-7681

19. RECEIPTS AND RECORDS
Contractor must retain all financial records, supporting documents, statistical records, and any documents pertinent to this Contract 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.

20. CONTRACTUAL ABEYANCE 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.

21. 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.

**V. OBLIGATIONS OF THE AGENCY**

**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 a pooled amount not to exceed ____________ for the Agency fiscal year 2018.

(b) Payment amount will be based on a monthly invoice, which shall reflect the 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) **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.
(d) **NO GUARANTEE OF UTILIZATION** - In the event this contract identifies a "Pooled Not-to-Exceed amount for community services, be advised that this amount represents an aggregate not-to-exceed limit that applies to all service providers included in the pool. CONTRACTORS ARE NOT GUARANTEED ANY MINIMUM AMOUNT UNDER THIS CONTRACT.

(e) **CONTRACT RATE CHANGE CLAUSE** - If a vendor/provider's contracted rates change during the period of the contract, the vendor/provider will be notified in writing and the contract will be amended to reflect such changes.

VI. INSURANCE

(a) **POLICIES, COVERAGE'S, 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 specified coverages 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.

1. **Commercial General Liability**
   - General Aggregate: $3,000,000
   - Each Occurrence: $1,000,000

2. **Professional Liability**
   - General Aggregate: $1,000,000
   - Each Occurrence: $1,000,000

3. **Business Automobile if transporting our consumers.**
   - Combined Single Limit Bodily Injury & Property Damage: $500,000

4. **Workers' Compensation & Employers' Liability if applicable**
   - Medical & Indemnity: Statutory Requirements
   - Bodily Injury by Accident: $500,000 Each Accident
   - Bodily Injury by Disease: $500,000 Each Employee
   - Bodily Injury by Disease: $500,000 Policy Limit

5. **Medical Malpractice if applicable**
   - General Aggregate: $3,000,000
   - Each Occurrence: $1,000,000

6. **Umbrella/Excess Liability (Optional Requirement. Limit can vary from $1,000,000 to $5,000,000)**
(b) **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.

(c) **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.

(d) **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.

(e) **PROOF OF INSURANCE.**

The policies, coverages 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.

(f) **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.

**VII. 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:

Wayne Young, MBA, LPC, FACHE  
Chief Executive Officer  
The HARRIS CENTER for Mental Health and IDD  
PO Box 25381  
Houston, Texas 77265-5381

If to Contractor:

Name  
Address  
Suite _____  
Houston, Texas 77___
VIII. TERM AND TERMINATION

(1) **TERM.** This Agreement initially is made effective upon date of execution until August 31, 2018, 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:

(a) **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;
(b) 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;
(c) Contractor has become ineligible to receive Agency funds;
(d) Contractor has its Texas license or certification suspended or revoked; if applicable
(e) 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.

(2) **RENEWAL OPTIONS.** This Agreement may be renewed at the sole discretion of Agency for up to four (4) one- year renewal options at rate fees specified in the attached Exhibit A1.

(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.

IX. 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 the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 as amended.

(b) **BUSINESS ETHICS.** During the course of pursuing contracts, and the course of contract performance, The HARRIS CENTER 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 The HARRIS CENTER 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 HARRIS CENTER of the possible violation.

(c) 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.

(d) CERTIFICATE/DISCLOSURE OF INTERESTED PARTIES. Effective as of January 1, 2016, 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 $20,000 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/elf_info_form_1295.htm.

(e) 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 or any contract or grant.

(f) 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.

(g) 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.

(h) 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).

(i) 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.

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

(k) 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.

(l) **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).

(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.

THE CONTRACTOR WARRANTS AND ASSURES THE HARRIS CENTER THAT IT POSSESS 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.

**CONTRACTOR**

Signature: ____________________________
Printed/Typed Name: _______________________
Title: ________________________________
Date: ________________________________

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD**

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

APPROVED AS TO FORM

KENDRA THOMAS, MANAGING ATTORNEY

UNIT(S) TO BE CHARGED: _______000000
EXHIBIT A

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD: 1, 2018 - August 31, 2018 Initial Period
With up to four (4) one-year renewal options remaining.

SERVICE: Psychiatric Assessment and Medication Management via Telemedicine.

SERVICE DESCRIPTION: Contractor shall provide Crisis Services: Psychiatric assessment and medication management via Telemedicine. Emergent/Urgent, On-Demand Psychiatric Evaluation and Follow-ups via Telemedicine will be required.

PERFORMANCE TARGETS: On-Demand Psychiatric Evaluations & Follow-ups: 24/7/365 Coverage with a 60 minute or better response time by a Psychiatrist or Advanced Nurse Practitioner available on demand.

Outpatient Evaluations On-Demand: Monday through Friday, 8:00 a.m. - 5:00 p.m., Outpatient Evaluations On-Demand where Staff assertively works with patient and family for entire shift. (1 Hour, 4 Hours & 8 Hours).

RATE AND RATE DESCRIPTION TBD

POOLED NOT TO EXCEED: TBD

UNITS INVOLVED:

9205: Physician Services $
9208: MCOT $
9209: CSU $
9201: Crisis Residential Unit $
2200: MH $

PAYMENT DOCUMENTATION: Billing due by 5th working day of the month proceeding services. Monthly report due by the 5th working day of the month preceding services. Monthly report must be attached to the claim form.
## CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

<table>
<thead>
<tr>
<th>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>Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</td>
</tr>
<tr>
<td>The HARRIS CENTER for Mental Health and IDD (formerly known as MHMRA of Harris County)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Intermediary</td>
</tr>
</tbody>
</table>

**Check only if there is NO Interested Party.**

**AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

______________________________
Signature of authorized agent of contracting business entity

______________________________
Signature of officer administering oath

<table>
<thead>
<tr>
<th>Printed name of officer administering oath</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of officer administering oath</td>
</tr>
</tbody>
</table>

**ADD ADDITIONAL PAGES AS NECESSARY**
ATTACHMENT B

HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS

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

Contractor: ________________ Vendor Identification Number: ________________

Address: ___________________________________________________________________

Phone: ______-____-____ Proposals Number: __________ Contract Amount: __________

Description of commodities/specifications: ___________________________________________________________________________________

Duration of Contract: ___________________________________________________________________________________________

Name of Subcontractor/Supplier: ___________________________________________________________________________________

Address: ______________________________________________________________________________________________________

Phone: ______-____-____ Is the subcontractor a certified HUB? _____ Yes _____ No

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

Dollar amount of contract with subcontractor/supplier: $________________________

Percentage amount of contract with subcontractor/supplier: %________________________

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

__________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________

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

DEVIATION 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>
</tr>
</thead>
</table>

Company Name ___________________ Authorized Signature ___________________ Date __________
ATTACHMENT D

NOTICE TO “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:

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

Category(ies):

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

Reason(s):

Please REMOVE our name from all THE HARRIS CENTER Harris County lists until further notice.

Reason(s):

Company Name:

Representative:  

Address:  

Phone ( )

E-mail:

Fax ( )

PLEASE RETURN THIS FORM ONLY TO:
THE HARRIS CENTER for Mental Health and IDD
Purchasing Department
Notice of “NOT TO PARTICIPATE” – Psychiatric Assessment and Medication Management via Telemedicine
7011 Southwest Freeway
Houston, Texas  77074

Authorized Signature:

Title:  

Date:  

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSALS 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. November 2017, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form W-9, Pages 1 – 4
Attached

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