REQUEST FOR PROPOSAL

RFP DEVELOPMENT CONSULTANT
(EHR/RCM)
Electronic Health Record (EHR) and Revenue Cycle Management (RCM)

Project: 18/0019

April 2018

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, TX 77074
INVITATION

The HARRIS CENTER for Mental Health and IDD is accepting Proposals from Vendors for:

**RFP DEVELOPMENT CONSULTANT (EHR/RCM)**
Electronic Health Record (EHR) and Revenue Cycle Management (RCM)

The HARRIS CENTER for Mental Health and IDD invites your firm to submit a Proposal. If you are interested in submitting a Proposal, please adhere to the *General Instructions and Requirements* as outlined in the enclosed Request for Proposal.

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

In accepting Proposals, The HARRIS CENTER reserves the right to reject any and all Proposals, 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, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposals, The HARRIS CENTER will only release the names of the Vendors that have responded to this solicitation. No other information will be released until after The HARRIS CENTER’s Evaluation Team has evaluated the Proposals, and an award has been made and approved by Executive Staff.

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

Nina M. Cook, MBA, CTPM, CPPB
Purchasing Manager
The HARRIS CENTER for Mental Health and IDD
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SECTION I – OVERVIEW

Background and Objectives

The HARRIS CENTER for Mental Health and IDD (“Agency” / The HARRIS CENTER) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately (25) Twenty-Five to (30) Thirty Thousand Harris County residents each year.

The HARRIS CENTER, provides Mental Health and Intellectual & Developmental Disability services to Harris County residents through four service divisions: Mental Health Outpatient Services, Mental Health Forensics, Intellectual & Developmental Disability Services, and the Comprehensive Psychiatric Emergency Program. As the largest provider of Mental Health & IDD supports in Texas, we served over 51,518 individuals in Fiscal Year 2016.

The HARRIS CENTER for Mental Health & IDD, is the largest community based provider of clinical services to Mental Health and IDD consumers in 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 all pricing quoted should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

The HARRIS CENTER for Mental Health and IDD expects to enter into a relationship with a qualified firm for the purpose of developing an RFP for software and services to meet The Harris Center’s Electronic Health Record (EHR) and Revenue Cycle Management (RCM) needs. At a high level, The Harris Center expects the solution to include criteria for functionality addressing unified patient registration, clinical and nursing program management, medical billing, regulatory reporting, managed care, intellectual developmental disabilities, appointment management and external data exchange. The first phase of this project is to develop a Request for Proposal for an Electronic Health Record (EHR) and Revenue Cycle Management (RCM) solution for Mental Health and IDD services. We anticipate that this RFP development will take place over an extended period with an anticipated RFP release date of Tuesday, August 14, 2018. The HARRIS CENTER is seeking to contract with a qualified consultant to provide services supplemental to the development of this Request for Proposal. Contracted services will include review and consultation around all phases of the RFP development as well as evaluation of the RFP responses and potential for ongoing services through implementation. The Request for Proposal will be reviewed and ranked by The HARRIS CENTER staff upon recommendation of the Consultant.

No oral statement of any person will modify or otherwise change or effect the terms, conditions, plan and/or specifications stated in the Request for Proposal instructions/requirements. The staff will make its recommendation to The HARRIS CENTER Board of Trustees which will award the contract utilizing the Agency’s standard form of agreement. The contract for these consultation services will be with The HARRIS CENTER.

Note that the consultant or consultant firm awarded a contract as a result of this RFP will not be eligible to respond to the subsequent Request for Proposal for the EHR and REVENUE CYCLE MANAGEMENT RFP Project.
SECTION II – REQUEST FOR PROPOSAL (RFP) TIMELINE AND EVENTS

Release of Proposal to Prospective Vendors: Monday, April 23, 2018

Deadline for Questions: Monday, April 30, 2018 by 5:00 p.m.

Deadline to Respond to Questions: Monday, May 07, 2018 by 5:00 p.m.

Deadline for Submission of Proposal: Monday, May 14, 2018 at 10:00 a.m.

Proposal Opening: Monday, May 14, 2018. A public Proposal Opening will be held immediately following receipt of Proposals at 10:00 a.m., 9401 Southwest Freeway, Houston, Texas 77074

Tentative Interview(s) will be scheduled: Monday 5/21/18-Thursday 5/24/18

Anticipated Award Date: Upon recommendation and Board approval
SECTION III - GENERAL INSTRUCTIONS

A. Vendor Submitted Questions

Deadline for Questions from Vendors:  Monday, April 30, 2018 by COB, 5:00 p.m.
Deadline for Response to Questions:  Monday, May 07, 2018 by COB, 5:00 p.m.

All questions concerning the RFP specifications must be submitted in writing via fax or email.

Sharon Brauner, C.P.M., A.P.P., Buyer III,
Senior Purchasing Coordinator
Ofc: (713) 970 - 7279
Fax: (713) 970 - 7682
E-mail: sharon.brauner@theharriscenter.org

Cc:
Nina M. Cook, MBA, CTPM, CPPB
Purchasing Manager
Ofc: (713) 970 - 7287
Email: nina.cook@theharriscenter.org

B. Submittal Procedure

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

Deadline to submit “Final Proposal” is Monday, May 14, 2018 @ 10:00 a.m. The original RFP, signed in ink, Six (6) additional photocopies and an electronic copy (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, Buyer III
9401 Southwest Freeway, Houston, Texas 77074
“RFP DEVELOPMENT CONSULTANT (EHR/RCM)
- DO NOT OPEN UNTIL MONDAY, MAY 14, 2018 @ 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.

Responses shall include all documentation as requested in this Request for Proposal.
C. Proposal Opening

A public Opening will be held immediately following receipt of Proposals on Monday, May 14, 2018, at 9401 Southwest Freeway, Houston, Texas, 77074.

D. Non-Discrimination Policy Statement

The HARRIS CENTER for Mental Health and IDD does not discriminate against any individual or Contractor 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

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 & Experience

All interested parties are required to submit with their Proposal 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 number, 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. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than ninety (90) days after the PROPOSAL DUE DATE. All interested parties are required to guarantee their Proposals 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 award for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

H. 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 and must be obtained prior to commencement of any work or service. Any and all expense/cost related to obtaining required permits is the sole responsibility of the 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 in the contract. To insure prompt payment, each invoice should indicate purchase order number, description of service provided, unit and total price, any 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 constructions, 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 constructions, services, (including professional and consulting services), and commodities. Please submit proof of City of Houston M/W/DBE 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.

N. Direct or Indirect Assignment

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

O. Form W-9

Vendors are to complete W-9 Form and Submit with their Proposal documents. (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 Proposal opening date.

C. Late Proposals

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

D. Irregularities in Proposals

Except as otherwise stated in this Request for Proposal, evaluation of all responses 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 Proposals will be evaluated as a whole in the best interests 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 email.

G. Availability of the Proposal

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

All Proposals considered by The HARRIS CENTER shall become the property of The HARRIS CENTER and shall not be returned.

I. Notice “Not to Participate” Form

We ask that the prospective contractor(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 “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. Local Office

The successful Vendor will have a local Houston area office. Preference will be given to Vendors with offices, which have been established and operational, a minimum of two (2) years before this Request for Proposal.

L. 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)

M. Subcontractors

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

N. 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 one (1) successive one year term. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated.

O. Pricing

Each Vendor shall provide responses to “Proposal Reply” page with their costs detailed as requested.
P. **Licensure**

The Vendors shall submit, with their Proposal, a copy of any license(s), certification(s), registration(s), etc., as required by authorities having jurisdiction; local, state, county, and/or federal for the Vendors to operate.

Q. **Service Requirements**

Work shall be completed in a coordinated manner that will be the least disruptive to the owner's ongoing operation.

R. **Conflict of Interest Provision**

The conflict of interest provision is applicable, in that contractors 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.

S. **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”.

RFP DEVELOPMENT CONSULTANT (EHR/RCM)
SECTION V – RFP EVALUATION CRITERIA

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

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<th>Overall Program</th>
<th>20%</th>
<th>Indication that the vendor has a well-defined concept, program structure, ability and capacity for all components of service desired by The Harris Center to handle the scope of work.</th>
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<tr>
<td>B</td>
<td>Understanding</td>
<td>20%</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 by providing any exceptions to the scope of work, such as, any segments that may be outsourced.</td>
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<td>C</td>
<td>Methodology/Approach</td>
<td>25%</td>
<td>Proposed approach and estimated timeline for completing the scope of work in the most cost-effective and efficient manner possible. Any potential problems or obstacles perceived with the project as proposed.</td>
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<td>E</td>
<td>History and References</td>
<td>20%</td>
<td>Provide a brief history and description of your firm, include reputation, experience, size (number of employees) and areas of specialization. References (Names and contact information of clients for whom the respondent has performed projects of a similar type, size and scope).</td>
</tr>
<tr>
<td>F</td>
<td>Cost</td>
<td>15%</td>
<td>Cost structure and level of detail provided for any variable costs as well as fixed costs of performing the scope of work. Final cost may be negotiated with the successful proposer. Cost will only become a determining factor when all other conditions are equal.</td>
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SECTION VI – SPECIALIZED SERVICES TO BE PROVIDED

A. Consultant Roles and/or Requirements

Specific consultant roles are as follows:

1. Provide consultation and assistance in developing the Request For Proposal (RFP) document. Insure that the specification documents produced by staff for the RFP are complete, cover the desired project scope, and stakeholder sign-off is obtained for the EHR/RCM specification documents. The consultant is accountable for the complete development of the RFP document package.

2. Assist in the development of an RFP distribution plan. It is the intent of The HARRIS CENTER to distribute the RFP notice to multiple providers to insure inclusion of any possibly innovative or non-traditional software solutions.

3. Assist in the development of RFP evaluation instruments. Because it is anticipated that proposed solutions may vary widely in approach, the agency wish to have Comprehensive evaluation instruments which will allow fair and unbiased evaluation.

4. Provide consultation in the evaluation of RFP responses. Assist the Project Manager in structuring and conducting the evaluation process including vendor demos and reference reviews, as well as, reviews of the submitted proposals.

5. Report findings and recommendations to Project Manager and Agency Purchasing/Procurement staff. The primary contacts for the selected consultant will be The HARRIS CENTER Project Manager and Purchasing staff. The primary contact for Contract, Invoicing and Billing issues will be the Project Manager at The HARRIS CENTER.

6. Meet with Project Manager, Project Management Team, Purchasing and others by conference call, video-conference or in person as requested.

It is anticipated that most of the activities of the consultant or consultant firm awarded a contract as a result of this RFP will be conducted by e-mail, conference calls, videoconference, or other electronic means. Every attempt will be made to minimize the need for consultant travel. Any on-site services will be performed primarily at 9401 Southwest Freeway, Houston, TX 77074.

B. RFP Requirements

The HARRIS CENTER is requesting the following information from your firm in regard to this project.
1. General Firm or Sole Practitioner Information and Scope of Practice
2. Proposed Consultant Designee
3. Consultant Credentials
4. Further staff expertise as appropriate/capabilities
5. Specific technical experience
6. Similar projects within the last thirty-six (36) months
7. Professional references
8. Fees and billing practices
9. Physical Local Presence/Venue
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 Proposals must include the following information:
- Clear identification of information by section and page.
- A list of at least three (3) references where your firm has provided services that pertain to the size and scope of this project (within the last 2 years).
- A current “CERTIFICATE OF INSURANCE” must accompany all Proposals. (Evidence of Insurance Certificate)

Proposal:
- Vendor must provide a brief history of company, including but not limited to ownership, date started business, mission statement, etc.
- Vendor must supply a price schedule as per the enclosed template in the section marked “Proposal Reply Page”.
- 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 any additional descriptive information about their services which they believe might be helpful.
- All Proposals must be submitted with one (1) original and six (6) additional photocopies, and an electronic copy (USB flash drive) and mailed or delivered in a sealed envelope to The HARRIS CENTER.

Additional documents to be submitted:
- Vendor 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.
- A copy of applicable license(s), certification(s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal for the Vendors to operate.
- 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 “Not to Participate” Form (Attachment D)
- Signature Page

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

RFP DEVELOPMENT CONSULTANT (EHR/RCM)
Electronic Health Record (EHR) and Revenue Cycle Management (RCM)

PROPOSAL OPENING: MONDAY, MAY 14, 2018, 10:00 A.M.

Submitted by: __________________________

Pricing Requirements

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 one (1) successive one year term. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated.

If your pricing is government or third party pricing, please provide a copy of your agreement with specific state, federal or local organization. (EX: GSA, DIR, Choice Partners, National IPA, HGAC, Harris County)

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<tr>
<th>Consultant</th>
<th>Name</th>
<th>Qualifications (i.e. PM Cert)</th>
<th>Hourly Rate</th>
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<tr>
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<td>Senior Project Manager</td>
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<td>Project Manager</td>
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<td>Project Coordinator</td>
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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

____________________________________________________
Email Address

Proposals 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).

As an Agency of the State, The HARRIS CENTER does not Indemnify or execute contracts with damage limitations. Contract jurisdiction lies within the state of Texas and venue shall be Harris County.

B. HUB Subcontracting Plan (Historically Underutilized Business)

C. Deviation Form

D. Notice “Not to Participate” Form

E. W-9 FORM, REV. November 2017, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
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 and 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 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 a RFP Development Consultant (EHR/RCM) 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 the Project Manager. The Agency staff member responsible for overseeing this Agreement is the Project Manager and Nina Cook, MBA, CTPM, CPPB, Manager of Purchasing and Support Services.

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 RFP Development Consultant (EHR/RCM) Services to be provided by Contractor at the local business location of the Agency 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. 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.

9. 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 can be found on the fully executed copy of the contract in the top right hand corner.
(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

10. 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.

11. 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.

V. 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.

VI. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI").

a. General.
(1) Hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552,
Texas Government Code. TEX. GOV’T CODE ANN. §§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.

(2) Be bound by all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as "Privacy Requirements".

b. Representations.

(1) Contractor represents that Contractor and their employees have received training regarding the Privacy Requirements. An affidavit documenting the training must be provided to Agency upon request.

VII. 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 A- in an 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.

VIII. 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

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,003,000</td>
</tr>
</tbody>
</table>

(2) Professional Liability

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
(3) Business Automobile if transporting our consumers.

Combined Single Limit Bodily Injury & Property Damage $500,000

(4) Workers’ Compensation & Employers’ Liability if applicable

<table>
<thead>
<tr>
<th>Medical &amp; Indemnity</th>
<th>Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury by Accident</td>
<td>$500,000 Each Accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Each Employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
</tbody>
</table>

(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.

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:
X. TERM AND TERMINATION

(1) **TERM.** This Agreement is made effective from DATE, 2018 until August 31, 2018, the end of the Agency fiscal year. The Agency at its option may renew contract annually for 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;
   - 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;
   - Contractor has become ineligible to receive Agency funds;
   - Contractor has its Texas license or certification suspended or revoked; if applicable
   - In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
   - 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 one (1) one-year renewal option at rate fees specified in the attached Exhibit A.

(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.

**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 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, 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/elf_info_form1295.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) **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.

(m) **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

RFP DEVELOPMENT CONSULTANT (EHR/RCM)
EXHIBIT A

CONTRACTOR: _____________

CONTRACT ID#: _____________

CONTRACT PERIOD: ____________ to August 31, 2018, with a one (1) year renewal option.

SERVICE: RFP Development Consultant (EHR/RCM) Services

SERVICE DESCRIPTION: To provide Consulting Services for the purpose of a development of a Request For Proposal (RFP) for Electronic Health Records (EHR) and Revenue Cycle Management (RCM) software solution services to meet the Agency’s EHR and RCM needs. The services will include review and consultation around all phases of the RFP development as well as evaluation of the RFP responses and potential for ongoing services through the implementation process. The RFP will be reviewed and ranked by Agency staff upon recommendation of the Consultant.

PERFORMANCE: Specific consultant roles are as follows:

1. **Provide consultation and assistance in developing the Request For Proposal (RFP) document.** Insure that the specification documents produced by staff for the RFP are complete, cover the desired project scope, and stakeholder sign-off is obtained for the EHR/RCM specification documents. The consultant is accountable for the complete development of the RFP document package.

2. **Assist in the development of an RFP distribution plan.** It is the intent of the Agency to distribute the RFP notice to multiple providers to insure inclusion of any possibly innovative or non-traditional software solutions.

3. **Assist in the development of RFP evaluation instruments.** Because it is anticipated that proposed solutions may vary widely in approach, the Agency wish to have Comprehensive evaluation instruments which will allow fair and unbiased evaluation.

4. **Provide consultation in the evaluation of RFP responses.** Assist the Project Manager in structuring and conducting the evaluation process including possible site visits, vendor visits to the center and reference reviews, as well as, reviews of the submitted proposals.

5. **Report findings and recommendations to Project Manager and Agency Purchasing/Procurement staff.** The primary contacts for the selected consultant will be the Agency’s Project Manager and Purchasing staff. The primary contact for Contract, Invoicing and Billing issues will be the Project Manager at the Agency.

6. **Meet with Project Manager, Project Management Team, Purchasing** and others by conference call, video-conference or in person as requested.

RATE AND RATE DESCRIPTION: TBD

NOT TO EXCEED: TBD

PAYMENT DOCUMENTATION: Contractor will be paid through submission of an invoice.

UNIT(S) TO BE CHARGED: _______00000
**CERTIFICATE OF INTERESTED PARTIES**

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</th>
<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>2</td>
<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>3</td>
<td>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>
</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>

| 6 | AFFIDAVIT | I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. |

**Sample**

**AFFIDAVIT**

Signature of authorized agent of contracting business entity

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**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2016
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: ____-____-____ Proposal 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>DEVIAITION</th>
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</thead>
<tbody>
<tr>
<td>Section #</td>
<td>Or Page #</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company Name ____________________________  Authorized Signature ____________________________  Date ____________________________
ATTACHMENT D
NOTICE "NOT TO PARTICIPATE" FORM

Dear Supplier

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 Proposal at a later date:

Category(ies):

☐ 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 our name from all The HARRIS CENTER lists until further notice.

Reason(s):

Company Name:

Representative: Please Print

Address: Phone ( )

E-mail: Fax ( )

PLEASE RETURN THIS FORM ONLY TO:
The HARRIS CENTER for Mental Health and IDD
Purchasing Department
Notice "Not to Participate" – RFP DEVELOPMENT CONSULTANT
(EHR/RCM)
9401 Southwest Freeway
Houston, Texas 77074

Authorized Signature: 

Title: Date:

SUPPLIERS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. SUPPLIERS 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 – 6
Attached

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

Request for Taxpayer Identification Number and Certification

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

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

2. Business name/disregarded entity name, if different from above

3. 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

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

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

6. City, state, and ZIP code

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 number to enter.

7. 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 number to enter.

Social security number

or

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.

Certification 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 amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- 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), 1088-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 requestee gives you a form other than Form W-9 to request your TIN, you must use the requestee’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 183 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 requester 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 28% 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 requester 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 requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester 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 dividend accounts opened after 1983 only), or
5. You do not certify to the requester that you are not subject to backup withholding under paragraph 2 above (for reportable interest and dividend accounts opened before 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: TIN 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 application.

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 chart 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 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.

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is a(n) . . .</th>
<th>THEN check the box for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>Individual</td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Sole proprietor or single-member LLC</td>
<td></td>
</tr>
<tr>
<td>LLC treated as a partnership for U.S. federal tax purposes,</td>
<td>Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)</td>
</tr>
<tr>
<td>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>

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