INVITATION

The Harris Center for Mental Health and IDD is accepting Proposals from Vendors for:

TEMPORARY STAFFING SERVICES – PHARMACISTS AND PHARMACY TECHNICIANS

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
TEMPORARY STAFFING SERVICES –
PHARMACISTS AND PHARMACY TECHNICIANS

Project: 18/0012

April 2018

The Harris Center for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, TX 77074
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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 invites qualified companies herein after referred to as “Vendor” or “Contractor” to submit Proposals for Temporary Staffing Services – Pharmacists and Pharmacy Technicians in response to this solicitation.
SECTION II – REQUEST FOR PROPOSAL (RFP) TIMELINE AND EVENTS

Release of RFP to Prospective Vendors: Wednesday, April 25, 2018

Deadline for Questions: Wednesday, May 2, 2018 by 5 p.m.

Deadline to Respond to Questions: Wednesday, May 16, 2018 by 5 p.m.

Deadline for Submission of RFP: Tuesday, May 22, 2018 at 10:00 a.m.

Proposal Opening: Tuesday, May 22, 2018. A public Proposal Opening will be held immediately following receipt of Proposals at 10:00 a.m., 9401 Southwest Freeway, Houston, Texas 77074

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

A. Vendor Submitted Questions

Deadline for Questions from Vendors:  Wednesday, May 2, 2018 by COB, 5 p.m.
Deadline for Response to Questions:  Wednesday, May 16, 2018 by COB, 5 p.m.

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

Frances Otto, Buyer II
Ofc: (713) 970 - 7281
Fax: (713) 970 - 7682
E-mail: frances.otto@theharriscenter.org

Cc:
Sharon Brauner, C.P.M., Buyer III, Senior Purchasing Coordinator
Ofc: (713) 970 - 7279
Email: sharon.brauner@theharriscenter.org

B. Submittal Procedure

The Proposal, 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 Tuesday, May 22, 2018 @ 10:00 a.m. The original Proposal, signed in ink, five (5) 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: Frances Otto, Buyer II
9401 Southwest Freeway, Houston, Texas 77074
“TEMPORARY STAFFING SERVICES – PHARMACISTS AND PHARMACYS TECHNICIANS – DO NOT OPEN UNTIL TUESDAY, MAY 22, 2018 @ 10:00 A.M.”

No Proposals will be accepted after the stated deadline.

Respondents may mail or personally deliver their Proposals 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 this Request for Proposal.
C. **Proposal Opening**

A public Proposal Opening will be held immediately following receipt of Proposals on Tuesday, May 22, 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 Proposal 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 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 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 “No Proposal” 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. Term of Contract

This Agreement initially is made effective upon date of execution until August 31, 2019, 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.

M. Pricing

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

N. 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.

O. Service Requirements

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

Within its submission, the Vendors must document its current policies, procedures and practices regarding discharge of the safety function. This may include citing existing procedure manuals, training programs and their frequency, historical information regarding safety performance, etc.

If information, such as manuals, is too bulky to include in the submission, the Vendor should provide a copy of the front cover and table of contents and cite the availability of such information to be viewed.

If training programs are included in a current program, please identify the current provider of the service, class duration, instructor certifications and other related information.

Q. 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.

R. 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”.

Temporary Staffing Services – Pharmacists and Pharmacy Technicians
SECTION V – PROPOSAL EVALUATION CRITERIA

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to The Harris Center.

The evaluation may not be limited to these when making a final recommendation.

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<tr>
<th></th>
<th>Overall Program</th>
<th>15%</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. (Including equipment, maintenance, availability and start-up time)</th>
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<tbody>
<tr>
<td>B</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>C</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>D</td>
<td>Past Performance</td>
<td>20%</td>
<td>Demonstrated success in providing relief pharmacy staffing services with Pharmacists and Pharmacy Technicians for a Public Governmental Entity. Ability to meet last minute requests with quality staff. Documentation of past performance and resulting customer satisfaction.</td>
</tr>
<tr>
<td>E</td>
<td>Personnel / Qualifications</td>
<td>20%</td>
<td>Experience, skill sets and quality of the personnel proposed for this proposal. Additionally, the adequacy of the staff in size and availability to services as needed. Availability of staff and reputation of personnel providing services. All relief staff are employees of the staffing agency and not contractors.</td>
</tr>
<tr>
<td>F</td>
<td>References</td>
<td>10%</td>
<td>Provide the names, telephone numbers, emails and addresses of at least three 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 locations of similar scope and premium value. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.</td>
</tr>
<tr>
<td>G</td>
<td>Cost</td>
<td>5%</td>
<td>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

The Harris Center is seeking to contract with a provider for TEMPORARY STAFFING SERVICES – PHARMACISTS AND PHARMACY TECHNICIANS.

Vendor must comply with Federal Regulations on privacy and confidentiality (HIPAA Regulations) regarding maintaining the privacy of agency consumers’ and members’ personal health information.

If your pricing is Government/County pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, TXMAS, National IPA, Harris County, Choice Partners, etc...).

This Agreement initially is made effective upon date of execution until August 31, 2019, 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.

Contractor shall provide TEMPORARY STAFFING SERVICES – PHARMACISTS & PHARMACY TECHNICIANS services with experience in retail and/or inpatient settings on an as-needed basis in the following areas:

- Registered Pharmacists
- Certified Pharmacy Technicians

Duties of these personnel will include services to The Harris Center consumers as follows:

A. Scope of Service

To provide Registered Pharmacists and Certified Pharmacy Technicians for dispensing of medications to consumers according to physician prescriptions, standard pharmacy practices and The Harris Center policies. Service includes Registered Pharmacists and Certified Pharmacy Technicians coverage for the clinics and the NeuroPsychiatric Center (NPC). Staffing Agency will provide a monthly report of utilization of services per pharmacy site that details employee’s name, date and hours worked and location.

B. Performance Targets

Perform duties in a timely and accurate manner, in a courteous and informative manner.

1. Employment – Must be employees of the staffing agency.
2. Punctuality – Pharmacy open on time.
3. Communication Skills – Communicates well, both orally and written, with individuals of all ages with mental disabilities.
4. Educates – Educates consumers and families about drug information-consumer or family knowledgeable in medications they take.
5. Dispense Medications – Dispense medications to consumer in accordance with physician orders, standard pharmacy practices and The Harris Center policies. Adherence to policies and no dispensing errors.
7. Monthly Reports – Vendor will provide Director of Pharmacy, The Harris Center, a monthly report on utilization of services per pharmacy site.
8. Billing – Individual Invoice Billing is required at the time of the service. An itemized statement with the hourly breakdown of services and dates needs to be provided by the 5th of the month following provision of services.
9. **Accuracy** – Pharmacists and Pharmacy Technicians are required to pay attention to detail and be accurate in all functional areas of their job.

10. **Fill Rate** – When The Harris Center requests Pharmacist & Pharmacy Technician staff, vendor will provide staff for the requests in a timely manner:
   - Requests made within 24 hours of need are filled 98% of the time
   - Requests made within 12 hours of need are filled 90% of the time
   - Requests made within 4 hours of need are filled 50% of the time

11. **Verification of Qualifications** – Vendor will provide verification of qualifications to Director of Pharmacy (via fax) at least one hour prior to staff reporting to clinic or work location.
   - This verification includes license check, drug screen, CPR Certification.

C. **Qualifications**

**Registered Pharmacist:**

- Licensed to practice as a Registered Pharmacist in the State of Texas with no restrictions.
- Experience: Demonstrated one (1) year experience in a Retail and/or Inpatient setting.
- Satisfactory completion of PMAB or other similar crisis intervention training.
- Employee of the staffing agency.

**Certified Pharmacy Technician:**

- Certified to practice as a Certified Pharmacy Technician in the State of Texas with no restrictions.
- Experience: Demonstrated one (1) year experience in a Retail and/or Inpatient setting.
- Satisfactory completion of PMAB or other similar crisis intervention training.
- Employee of the staffing agency.

D. **Hours and Locations**

Hours and locations to be worked will be determined by the needs of The Harris Center. All shifts and holidays may be included. Work sites are located throughout Harris County. Clinic setting hours are 8:00am to 5:30pm weekdays and inpatient setting is 9:00am to 9:00pm 7 days a week. Personnel assigned by the contractor to work at a The Harris Center site will be responsible to the Pharmacy Department and the Director of Pharmacy.

E. **Criminal Background**

Vendor is to perform Criminal Background checks on all temporary employees providing service to The Harris Center.

F. **Drug Testing**

Vendor is to perform Drug Testing on all temporary employees providing service to The Harris Center.
G. Reportability

Work sites are located throughout Harris County. Personnel assigned by the contractor to work at an The Harris Center site will be the responsibility of the Unit Manager of that site, the Pharmacy Department and the Director of Pharmacy.
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 "Specialized Services To Be Provided/ 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 Proposal any additional descriptive information about their services which they believe might be helpful.
- All Proposals must be submitted with one original and five (5) 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.
- Description of company Safety program
- Listing with explanation of any safety violations, citations or fines over the last 5 years from any authorities having jurisdiction.
- 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

TEMPORARY STAFFING SERVICES – PHARMACISTS AND PHARMACY TECHNICIANS

PROPOSAL OPENING: TUESDAY, MAY 22, 2018, 10:00 A.M.

Submitted by: ________________________________

FOR CONTRACT PERIOD 9/1/2018 – 8/31/2019

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<tr>
<th>PHARMACISTS</th>
<th>DAY</th>
<th>EVENING</th>
<th>NIGHTS</th>
<th>EMERGENCY NOTICE</th>
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<td>Mark Up %</td>
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<td>Final Billing Hourly rate</td>
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**Holiday**

| Direct Labor Hourly rate | $   | $       | $      | $                |
| Mark Up %               | %   | %       | %      | %                |
| Final Billing Hourly rate | $   | $       | $      | $                |

**Weekend**

| Direct Labor Hourly rate | $   | $       | $      | $                |
| Mark Up %               | %   | %       | %      | %                |
| Final Billing Hourly rate | $   | $       | $      | $                |

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**Holiday**

| Direct Labor Hourly rate | $   | $       | $      | $                |
| Mark Up %               | %   | %       | %      | %                |
| Final Billing Hourly rate | $   | $       | $      | $                |

**Weekend**

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Placement Fee $____ (30 Days) $____ (60 Days) $____ (90 Days)

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FOR CONTRACT PERIOD 9/1/2019 – 8/31/2020

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**Placement Fee**  
$ \frac{1}{30} \text{ Days} \quad $ \frac{1}{60} \text{ Days} \quad $ \frac{1}{90} \text{ Days}  

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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

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).

    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
ATTACHMENT A  SAMPLE CONTRACT

SAMPLE

Contract ID No. _____

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 Temporary Staffing for
Pharmacist and Pharmacy Technicians 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 Angela Babin, RPh, MBA, Director
of Pharmacy Services. The Agency staff member responsible for overseeing this Agreement is
Angela Babin, RPh, MBA, Director of Pharmacy 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 Temporary Staffing for Pharmacist and Pharmacy Technicians Services to be provided by Contractor Agency wide specifying- and the locations where such services shall be delivered, rendered or given by Contractor are set forth in Exhibit “A” as attached hereto and incorporated herein as if fully set out. 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 Agency will only pay for services that explicitly meet the definition for those services set forth in the HHSC Data Verification Criteria Manual.

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.

(c) Contractor agrees that it shall comply with the HHSC Community Services Standards Mental Health and IDD Services as specified by the Agency Program Compliance Department, all applicable policies of the Agency, and all applicable local, state, and federal laws and regulations.
now in effect and that become effective during the term of this Agreement. A copy of the HHSC Community Services Standards Mental Health and IDD Services will be provided by the Agency. The Contractor agrees to allow the Program Compliance Department of the Agency to monitor the Contractor's programs on an annual or as needed basis. The Contractor understands that compliance with the HHSC Community Services Standards Mental Health and IDD Services and the Agency's Program Compliance Initiative is required for maintaining a contractual relationship with the Agency.

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. 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.

8. 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.

9. 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.

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

11. 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.

12. 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 hereto;
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 seven (7) 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.
13. 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 form 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

14. 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.

15. 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.
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.

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<tr>
<th></th>
<th><strong>Commercial General Liability</strong></th>
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<tr>
<td></td>
<td>General Aggregate: $2,000,000</td>
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<td></td>
<td>Each Occurrence: $1,000,000</td>
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<tr>
<th></th>
<th><strong>Professional Liability</strong></th>
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<tr>
<td></td>
<td>General Aggregate: $3,000,000</td>
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<tr>
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<td>Each Occurrence: $1,000,000</td>
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<tr>
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<th><strong>Business Automobile if transporting our consumers.</strong></th>
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<tr>
<td></td>
<td>Combined Single Limit Bodily Injury &amp; Property Damage: $500,000</td>
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<tr>
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<th><strong>Workers’ Compensation &amp; Employers’ Liability if applicable</strong></th>
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<tr>
<td></td>
<td>Medical &amp; Indemnity: Statutory Requirements</td>
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<tr>
<td></td>
<td>Bodily Injury by Accident: $500,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury by Disease: $500,000 Each Employee</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury by Disease: $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:

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/Title
Company Name
Address
Suite ___
Houston, Texas 77____

X. TERM AND TERMINATION

(1) TERM. This Agreement is made effective from __________, _____, 2018 until August 31, 201__, 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.
SAMPLE

(2) **RENEWAL OPTIONS.** This Agreement may be renewed at the sole discretion of Agency for up to four (4) one-year renewal options at rates 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) **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.

(c) **CHILD SUPPORT.** Contractor shall certify that contractor or offeror is not more than thirty (30) days delinquent in child support payments and eligible to receive payments from state funds as required by the Texas Family Code Section 231.006.

(d) **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,
SAMPLE

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.

(e) 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.

(f) 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_form_1295.htm.

(g) 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 of any agency, federal or state, a Member of Congress, an officer or employee of Congress, or any 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.

(h) 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.
SAMPLE

(i) **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.

(j) **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).

(k) **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.

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

(m) **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.

(n) **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.

(o) **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: _______00000
EXHIBIT A

CONTRACTOR:

CONTRACT ID:

CONTRACT PERIOD: __________, ____ – August 31, 20____

With four (4) renewal options remaining.

SERVICE:

Temporary Staffing Services for Pharmacist and Pharmacy Technician

SERVICE DESCRIPTION:

Contractor will provide Registered Pharmacists and Certified Pharmacy Technicians for dispensing of medications to consumers according to physician prescriptions, standard pharmacy practices and The HARRIS CENTER policies. Service includes Registered Pharmacists and Certified Pharmacy Technicians coverage for the clinics and the NeuroPsychiatric Center (NPC) hospital. Staffing Agency will provide a monthly report of utilization of services per pharmacy site that details employee’s name, date and hours worked and location.

PERFORMANCE:

1. Punctuality – Pharmacy open on time.
2. Communication Skills – Communicates well, both orally and written, with individuals of all ages with mental disabilities.
3. Educates – Educates consumers and families about drug information-consumer or family knowledgeable in medications they take.
4. Dispense Medications – Dispense medications to consumer in accordance with physician orders, standard pharmacy practices and The HARRIS CENTER policies. Adherence to policies and no dispensing errors.
6. Monthly Reports – Vendor will provide Director of Pharmacy, The HARRIS CENTER, a monthly report on utilization of services per pharmacy site.
7. Billing – Individual Invoice Billing is required at the time of the service. An itemized statement with the hourly breakdown of services and dates needs to be provided by the 5th of the month following provision of
services.

8. **Accuracy** – Pharmacists and Pharmacy Technicians are required to pay attention to detail and be accurate in all functional areas of their job.

9. **Fill Rate** – When The HARRIS CENTER requests Pharmacist & Pharmacy Technician staff, vendor will provide staff for the requests in a timely manner.

- Requests made within 24 hours of need are filled 98% of the time
- Requests made within 12 hours of need are filled 90% of the time
- Requests made within 4 hours of the need are filled 50% of the time

10. **Verification of Qualifications** – Vendor will provide verification of qualifications to Director of Pharmacy (via fax) at least one hour prior to staff reporting to clinic or work location.
- This verification includes license check, drug screen, CPR Certification.

**TARGETS:**

**RATE AND DESCRIPTION:**
See Attached Exhibit A1.

**NOT TO EXCEED:**
To be determined

**UNIT(S) INVOLVED:**
0000 - 000000

**PAYMENT DOCUMENTATION:**
Contractor will submit invoice for services, due by 5th working day of each month, for previous month.
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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable)
-------------------------------|----------------------------------------|-------------------------------
|                             |                                        | Controlling | Intermediary |

SAMPLE

6 Check only if there is NO Interested Party. □

6 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

AFFIX NOTARY STAMP / SEAL ABOVE

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

________________________________________
Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us
Adopted 10/5/2015
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**

**DEVIAATION 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**

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Authorized Signature</th>
<th>Date</th>
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</table>
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” – Temporary Staffing Services – Pharmacists and Pharmacy Technicians
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

Go to www.irs.gov/FormW-9 for instructions and the latest information.

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

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

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

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.

Social security number

<p>| | | |</p>
<table>
<thead>
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Or

Employer identification number

<p>| | | |</p>
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<tr>
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</thead>
</table>

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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 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), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. It is 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 requester gives you a form other than Form W-9 to request your TIN, you must use the requester’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, a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exemption 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 of 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 dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see Special rules for partnerships, earlier.

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

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

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

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

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

**Specific Instructions**

**Line 1**

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

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

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

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

- **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.

- **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.

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

- **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)(ii). 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><strong>IF the entity/person on line 1 is</strong></th>
<th><strong>THEN check the box for . . .</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a(n) . . .</td>
<td>Corporation</td>
</tr>
<tr>
<td>Individual</td>
<td>Corporation</td>
</tr>
<tr>
<td>Sole proprietor</td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Single-member limited liability company (LLC) owned by an individual and disregarded 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 treated as a partnership for U.S. federal tax purposes,</td>
<td>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</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>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>
</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(k).
  2. The United States or any of its agencies or instrumentalities
  3. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
  5. A corporation
  6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  7. A futures commission merchant registered with the Commodity Futures Trading Commission
  8. A real estate investment trust
  9. An entity registered at all times during the tax year under the Investment Company Act of 1940
  10. A common trust fund operated by a bank under section 584(a)
  11. A financial institution
  12. A middleman known in the investment community as a nominee or custodian
  13. A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature requirements. Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

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

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>A valid trust, estate, or pension trust</td>
<td>Legal entity&lt;sup&gt;4&lt;/sup&gt;</td>
</tr>
<tr>
<td>Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

For this type of account: Give name and EIN of:

1. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments

2. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.