Request For Proposal

The HARRIS CENTER for Mental Health and IDD

FOREIGN AND SIGN LANGUAGE TRANSLATION SERVICES

March 2018

PROJECT #18/0003

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, Texas  77074
INVITATION TO INTERESTED FOREIGN AND SIGN LANGUAGE TRANSLATION SERVICES

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County) is accepting proposals from suppliers/providers experienced in providing FOREIGN AND SIGN LANGUAGE TRANSLATION SERVICES. The successful vendor(s) will be expected to provide sign and language translation services for The HARRIS CENTER for Mental Health and IDD on an as needed basis.

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

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

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

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

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

BACKGROUND AND OBJECTIVES

Agency Mission Statement

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

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

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

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

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County), invites interested and qualified vendor(s)/firm(s) to respond to this RFP for the provision of FOREIGN AND SIGN LANGUAGE TRANSLATION SERVICES. The successful vendor(s)/firm(s) will be expected to provide foreign and sign language translation services for The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County), on an as needed basis.
<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Release of RFP to Prospective Firms of Service</td>
<td>Tuesday, March 27, 2018</td>
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<tr>
<td>Deadline to Receive Questions From Prospective Firms</td>
<td>Tuesday, April 3, 2018 at 5:00 PM</td>
</tr>
<tr>
<td>Response to Questions from Project Team</td>
<td>Tuesday, April 10, 2018 at 5:00 PM</td>
</tr>
<tr>
<td>RFP Deadline (Original and Copies Submitted)</td>
<td>Tuesday, April 17, 2018 at 10:00 AM</td>
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<tr>
<td>Proposal Opening</td>
<td>Tuesday, April 17, 2018 at 10:00 AM</td>
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<td>Anticipated Award Date:</td>
<td>Contingent upon Board Approval</td>
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SECTION III - GENERAL INSTRUCTIONS

A. Request for Proposal Format and Due Date

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

B. Questions

**Questions from Vendors:** Tuesday, April 3, 2018
**Deadline for Response to Questions:** Tuesday, April 10, 2018

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

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

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

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

C. Submittal Procedure

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

Deadline to submit a response to this RFP is **Tuesday, April 17, 2018 at 10:00 A.M.** Original documents must be signed in ink with five (5) additional photocopies and an electronic copy (CD-ROM or Flash Drive) should be submitted in a **SEALED ENVELOPE** and delivered to the attention of:

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
Attn: James Blunt, Buyer II
9401 Southwest Freeway, Houston, Texas 77074

“RFP FOR FOREIGN AND SIGN LANGUAGE TRANSLATION SERVICES ” DO NOT OPEN UNTIL TUESDAY, APRIL 17, 2018 AT 10:00 A.M.

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

Respondents may mail or personally deliver their Proposal to the Purchasing Office of The HARRIS CENTER at the above address. The HARRIS CENTER will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

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

A Public Proposal Opening will be held immediately following receipt of Proposals on **Tuesday, April 17, 2018** at 10:00 a.m., 9401 Southwest Freeway, Houston, Texas, 77074.

E. **Non-Discrimination Policy Statement**

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

F. **Immigration Reform and Control Act**

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.

G. **Reference and Experience**

All interested parties are required to submit with their RFP a minimum of five (5) references where interested party has provided services that pertain to the size and scope of this project (within the six months to one year). References shall include company name, address, telephone, fax number, email address and contact person.

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

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

H. **Proposal Guarantee/Award Procedure**

It is anticipated that a recommendation for award for this RFP will be made no more than sixty (60) days after the RFP DUE DATE. All interested parties are required to guarantee their Proposal as an irrevocable offer valid for One Hundred Twenty (120) days after the Proposal due date. The HARRIS CENTER for Mental Health and IDD in its sole and absolute discretion shall have the right to make an award for any or all items/services listed in each RFP, shall have the right to reject any and all RFP documents as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents.

I. **Permits**

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

J. **Financial Information**

Suppliers 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.
K. Payments

Supplier is to submit properly completed invoices (s) to the address specified on the purchase order. To insure prompt payment each invoice should indicate purchase order number, description of service, unit and total price, discount terms and include vendor name and return remittance address.

L. Price Adjustments

Supplier will be required to honor their Proposal prices for the term of the contract period.

M. 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.

N. 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.

O. Direct or Indirect Assignment

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

P. Form W-9

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

A. Modification or Withdrawal of Proposals

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

B. Offer and Acceptance Period

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

C. Late 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 Supplier/Provider’s response to this Proposal. The HARRIS CENTER shall not be held responsible for errors, omissions or oversights in any Supplier/Provider’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 Supplier/Provider to provide one or more of the required components or specified features or capabilities required by this Proposal does not, in and of itself, preclude acceptance by The HARRIS CENTER of the Proposal. All RFP’s will be evaluated as a whole in the best interest of The HARRIS CENTER.

E. Oral Presentations

Any Supplier/Provider 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 supplier/provider via faxed amendment or email.

G. Availability of the Proposal

After opening, each Proposal, except those portions for which a supplier/provider has included a written request for confidentiality (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 to “No Proposal” Form

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

J. Incurred Expenses

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

K. Local Office

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

L. Locations

The HARRIS CENTER has various locations throughout Harris County. The successful vendor should not have geographical limitations.

M. 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)

N. Subcontractors

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

O. Term of Contract

This Agreement initially is made effective upon date of execution until August 31, 2018, the end of the Agency fiscal year. The Agency at its option may renew contract annually for four (4) successive one year terms. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated hereunder.

P. Pricing

Each vendor shall provide responses to “Proposal Reply” page with total pricing.

Q. Licensure

The vendor shall submit, with their Proposal, a copy of any other license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal.
R. Conflict of Interest Provision

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

S. Pricing

Each contractor shall provide responses to “Proposal Reply” page with their proposal cost detailed as per the template provided in Section VIII.

T. 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 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”.

Foreign and Sign Language Translation Services
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. Each item has been assessed a percentage upon which the final score will be determined. A total of 100 percentage points for the following items will be considered a perfect score.

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

<table>
<thead>
<tr>
<th></th>
<th>Overall Program Concept</th>
<th>15%</th>
<th>Indication that the vendor/provider has a well-defined concept and program structure for providing translation / interpretation services to The Harris Center.</th>
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</thead>
<tbody>
<tr>
<td>B.</td>
<td>Personnel</td>
<td>25%</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. Other additional support and resources the firm may provide, including, but not limited to involvement in local, area, state, and regional Interpretation and Translation Associations.</td>
</tr>
<tr>
<td>C.</td>
<td>Financial Condition</td>
<td>10%</td>
<td>Indication that the firm, or firms, are financially stable and able to meet the obligations if entered into an agreement.</td>
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<tr>
<td>D.</td>
<td>References</td>
<td>15%</td>
<td>The quality of the responses from references particularly those in the Houston area. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.</td>
</tr>
<tr>
<td>E.</td>
<td>Past Performance</td>
<td>15%</td>
<td>Documentation of past performance in projects of this magnitude and resulting customer satisfaction. Any past performance issues.</td>
</tr>
<tr>
<td>F.</td>
<td>Cost</td>
<td>20%</td>
<td>Since final cost will eventually be negotiated with the successful vendors, this factor will only become a determining factor when all other conditions are equal.</td>
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SECTION VI – SCOPE OF SERVICES AND EVALUATION QUESTIONS

SCOPE OF SERVICES

The HARRIS CENTER for Mental Health and IDD is seeking qualified foreign language and sign language translators to assist staff as they provide services to patients and consumers.

EVALUATION QUESTIONS

Your Proposal shall include responses to the following questions and or statement.

A. **Overall Program Concept**
   - What type of foreign and/or sign language services are you currently providing?
   - How long have you been providing these services?
   - What are your hours of availability?
   - Do you have experience translating for people with mental and physical disabilities? Explain.
   - Do you comply with all applicable codes, standards and government regulations? Explain.
   - Do you require your speech interpreters/translators to have some type of HIPAA training? Explain.
   - What type of reports do you provide?
   - Do you understand the specific needs of people who are living with physical or mental disabilities? Explain.

B. **Personnel**
   - What type of qualifications and certifications do your sign interpreters/translators have?
   - How many interpreters/translators do you currently have on staff? Explain.
   - How many interpreters do you currently have on staff for face-to-face and over-the-phone interpretation?
   - How many languages do you support?
   - Explain your process and or requirements for employee education and training.
   - What type of pre-employment screening, test and continued training do you provide for each sign and language interpreter/translator? How often are background checks done and how can we verify? How often are interpreters provided training? Are they certified and who certifies them? Explain.
   - How can we verify?

C. **Financial Condition**
   - Have you provided proof of your financial condition?
   - Have you provided your last audited financial statement?

D. **References**
   - Have you provided at least five (5) references from current local customers complete with contact name, phone number, fax number, physical address and email address?

E. **Past Performance**
   - Please provide any documentation you may have of projects of this magnitude and resulting customer satisfaction.

F. **Cost**
   - Have you provided your most aggressive pricing?
SECTION VII - PROPOSAL CONTENTS

Title Page:
- Name of supplier/provider, 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 five (5) references where your firm has provided services that pertain to the size and scope of this project (within the last 2 years).
- Identification of all services available.
- Provide evidence of insurance.
- A W-9 must accompany all Proposals.

Proposal:
- Supplier/provider must provide a brief history of company, including but not limited to ownership, date started business, mission statement, etc.
- Supplier/provider must supply a price schedule by services.
- Must bear the original signature of a principal or authorized officer of the interested party.
- Must be typed.
- Interested parties are encouraged to submit along with their Proposal any additional descriptive information about their services, which they believe, might be helpful including languages they may not be able to provide on a scheduled or emergency basis, to include certified sign interpreters.
- All Proposals responses must be submitted with one (1) original and five (5) additional photocopies and a flash drive (USB) or CD-ROM, mailed or delivered in a sealed envelope to The HARRIS CENTER.

Additional documents to be submitted:
- Contractor must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Client reference list must be comprehensive – reference list must be inclusive of contact name, telephone number, fax number and email address (local and non-local)
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Provide evidence of Insurance
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment B)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice to “Not to Participate” Form (Attachment D)
- Policy and Procedure for criminal background checks of personnel or subcontractor that would gain entrance to The HARRIS CENTER properties.
- Completed Form W-9
- If your pricing is government pricing please provide a copy of your agreement with specific state, federal or local organizations (Ex: GSC, DIR, TBPC)
- Signature Page

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

The HARRIS CENTER for Mental Health and IDD

Foreign and Sign Language Translation Services for The HARRIS CENTER

Proposal Opening: 10:00 a.m., Tuesday, April 17, 2018

Submitted by: ____________________________

Contract Period:

This Agreement initially is made effective upon date of execution until August 31, 2018, the end of the Agency fiscal year. The Agency at its option may renew contract annually for four (4) successive one year terms. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated.

Scope of Services:

Vendors are asked to submit your most competitive rates for the following categories in the matrix below:

1. Business Hours Requests
   Monday through Friday, 7:30 AM to 5:30 PM

2. Extended Hours Requests
   Monday through Friday, 5:30 PM to 7:30 AM and weekends

3. Emergency Extended Hour Requests & All Holiday (less than 24 hours’ notice)
   Monday through Friday, 5:30 PM to 7:30 AM and weekends

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<th>Option Year #2 09/01/20-08/31/21</th>
<th>Option Year #3 09/01/21-08/31/22</th>
<th>Option Year #4 09/01/22-08/31/23</th>
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<td>Business Hour Request</td>
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<td>Initial Hour</td>
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<td>Each Additional Hour</td>
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<td>Each Additional Hour</td>
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<td>Emergency Extended Hour Request &amp; Holidays</td>
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Additional Cost:

Please provide any additional fees for service your firm provides not captured on this page.
SECTION IX - SIGNATURE PAGE

FOREIGN AND SIGN LANGUAGE TRANSLATION SERVICES

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE CONTRACTOR.

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

_________________________________________  __________________________________________
Authorized Signature                            Firm’s Name

_________________________________________
Typed or Printed Name

_________________________________________
Title

(   ) ________________________________
Telephone Number

(   ) ________________________________
Fax Number

_________________________________________
City, State, Zip Code

_________________________________________
E-mail 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 that is included with the RFP is included as a form of reference only. The final contract may or may not be the same at the time of contracting. Please note that insurance requirements may not be the same. Include only with the contract Evidence of Coverage vs a Certificate of Insurance. As an Agency of the State, The HARRIS CENTER does not indemnify or limit damages. Jurisdiction lies in Texas and venue shall be Harris County.

B - HUB SUBCONTRACTING PLAN
(Historically Underutilized Business)

C - DEVIATION FORM

D - NOTICE TO “NOT TO PARTICIPATE” FORM

E – FORM W-9, Rev. December 2017, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
THIS AGREEMENT is entered into and made effective on this day of 2018 by and between The Harris Center for Mental Health and IDD, (formerly known as MHMRA of Harris County)(the “Agency” or “The HARRIS CENTER”) a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended, (the “Agency”) and (“Contractor”), with offices at Houston, Texas , 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 Translation/ Interpretation 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 , Director of . The Agency staff member responsible for overseeing this Agreement is , Director of .

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 Translation/ Interpretation 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:

<table>
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<tr>
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<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Death of a consumer</td>
</tr>
<tr>
<td>2</td>
<td>Intentional injury inflicted on a consumer by another consumer</td>
</tr>
<tr>
<td>3</td>
<td>Accidental injuries requiring medical care</td>
</tr>
<tr>
<td>4</td>
<td>Elopement</td>
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</tbody>
</table>
(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 to an amount not to exceed __________ for the Agency fiscal year 2018.

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

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

VIII. INSURANCE

(a) POLICIES, COVERAGE’S, AND ENDORSEMENTS.

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

(1) Commercial General Liability

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

(2) Professional Liability

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

(3) Business Automobile if transporting our consumers.

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

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

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

(b) INSURED PARTIES.

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

(c) SUBROGATION.

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

(d) PRIMARY AND NON-CONTRIBUTORY WORDING.

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

(e) PROOF OF INSURANCE.

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

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

IX. NOTICES

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

If to the Agency:

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 DATE, 2018 until August 31, 2018, the end of the Agency fiscal year. The Agency at its option may renew contract annually for four (4) successive one year terms. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated hereunder:

(a) IMMEDIATE TERMINATION. Agency may terminate this Agreement immediately if:
Agency does not receive the funding to pay for designated services under this Agreement from the Texas legislature;
(b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement, if applicable;
(c) Contractor has become ineligible to receive Agency funds;
(d) Contractor has its Texas license or certification suspended or revoked; if applicable
(e) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
(e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.

(2) RENEWAL OPTIONS. This Agreement may be renewed at the sole discretion of Agency for up to four (4) one- year renewal options at rate fees specified in the attached Exhibit 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, 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 §§261.053, 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 an "Not to Exceed" value of $20,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Agency contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity. This provision does not apply.
(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 or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant.

(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.

(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 Date
Chief Executive Officer

APPROVED AS TO FORM

KENDRA THOMAS, MANAGING ATTORNEY Date

UNIT(S) TO BE CHARGED: ________00000
CONTRACTOR: 

CONTRACT ID: 

CONTRACT PERIOD: September 1, 2018 – August 31, 2019
With four (4) renewal options remaining.

SERVICE: Translation/Interpretation/Sign Language

SERVICE DESCRIPTION: Contractor will provide on-going translation/interpretation services at the request of the agency.

TARGETS: 

PERFORMANCE Professional translation, will translate as scheduled, promptness to appointments and successful communication.

RATE AND DESCRIPTION: See Attached Exhibit A1.

NOT TO EXCEED: To be determined

UNIT(S) INVOLVED: 1102 - 543018

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

## Certificate of Interested Parties

**FORM 1295**

Complete Nos. 1 - 4 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. The HARRIS CENTER for Mental Health and IDD (formerly known as MHMRA of Harris County)

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.

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

4. Check only if there is NO Interested Party. [ ]

5. **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

   APPEND 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

Website: www.ethics.state.tx.us

Adopted 10/5/2016
ATTACHMENT B

HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS

(HUB-LOI IS USED BY POTENTIAL CONTRACTOR/VENDOR TO IDENTIFY SUB-CONTRACTORS 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
Commitment Statement

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

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

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

Company Name | Authorized Signature | Date
---|---|---

Foreign and Sign Language Translation Services
Page 28 of 30
ATTACHMENT D

NOTICE “NOT TO PARTICIPATE” FORM

Dear Vendor

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

☐ 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
<“Foreign and Sign Language Translation Services”>
9401 Southwest Freeway
Houston, Texas 77074

Authorized Signature: ______________________________________________________

Title: ___________________________ Date: ______________________

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

Thank you for your time and assistance.
ATTACHMENT E

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

Form W-9, Pages 1 – 4
Attached

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