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|  | HARRIS COUNTY  **REQUEST FOR PROPOSAL**  **COVER SHEET** |  | **Job No.** | | | | |  |
|  | | **12/0180** | | |  | |
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| --- |
| **PROPOSAL FOR: Rebranding and Marketing Campaign for Community Health Choice, Inc. (Beginning on or about September 1, 2012 and ending twelve (12) months thereafter)** |

**DUE DATE: Monday, July 30, 2012**

**Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.**

**OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".**

**RETURN PROPOSAL TO:**

**HARRIS COUNTY PURCHASING AGENT**

**1001 PRESTON AVENUE, SUITE 670**

**HOUSTON, TEXAS 77002**

**Buyer: W. Karen Bush (713-755-4657 or karen.bush@pur.hctx.net)**

Total Amount of Proposal: $

Company Name:

Company Address:

City, State, Zip Code:

Taxpayer Identification Number (T.I.N.):

Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you carry Health Insurance on your employees? Yes No If yes, what % of employees: \_\_\_\_%

How did you hear of this job?  Newspaper  Other

Print Name

Signature:

**Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

Revised 03/10

WKB

**TABLE OF CONTENTS**

This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

**X**  1. **Cover Sheet** – Complete this page, sign **IN INK** and return it.

**X**  2. **Table of Contents** – This page lists the applicable components of this offer documentation.

**X**  3. **General Requirements** – It is offeror’s responsibility to be thoroughly familiar with the General Requirements.

**X**  4. **Special Requirements/Instructions** – This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.

**X**  5. **Specifications** – This section contains a detailed description of the goods/services sought by the County.

**X**  6. **Pricing/Delivery Information** – This form is used to solicit exact pricing of goods/services, delivery, and other costs.

**X**  7. **Attachments**

**X** a. **Tax Form/Debt/Residence Certification** – Complete this form and return it with your offer.

b. **Bid Guaranty & Performance Bond Information & Requirements** – This form applies only to certain bids/proposals. All public work contracts over $25,000 require a Payment Bond and over $100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.

c. **Bid Check Return Authorization Form** – This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.

d. **Vehicle Delivery Instructions** – Included only when purchasing vehicles.

**X**  e. **Minimum Insurance Requirements** – Included in specific requirements when applicable (does not supersede “Hold Harmless” section of General Requirements).

f. **Worker’s Compensation Insurance Coverage Rule 110.110** – This requirement is applicable for a building or construction contract.

g. **Financial Statement** – When this information is required, you must use this form or submit acceptable financial documents.

**X**  h. **Reference Sheet** – When references are required, you must use this form.

**X**  i. **HIPAA Requirements**

**X**  j. **Certification of Eligibility**

**X**  k. **Questionnaire**

Revised 02/11

#### GENERAL REQUIREMENTS FOR PROPOSALS

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

**ADDENDA**

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package.**

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

**AWARD**

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**BONDS**

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Offers submitted without the required proposal bond or cashier's checks are not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

**CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

**DIGITAL FORMAT**

If offeror obtained the proposal specifications in digital format in order to prepare a response, ***the proposal must be submitted in hard copy*** according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**DISQUALIFICATION OF OFFEROR**

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

**E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov’t Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor’s behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**EVALUATION**

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Purchasing Department and other appropriate departments, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

**GOVERNING LAW**

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.,* as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

# GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void*.

**HIPAA COMPLIANCE**

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA.  Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor’s office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

**MAINTENANCE**

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

**NEW MILLENIUM COMPLIANCE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

**Potential Conflicts of Interest**

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176.  This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official’s family member, or employment of any County Official or the County Official’s family member during the preceding twelve (12) month period.  The disclosure questionnaire must be filed with the Harris County Clerk.  Refer to Texas Local Government Code, Chapter 176 for the details of this law.

### PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**PROPOSAL FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED “SEALED PROPOSAL.”** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

**PROPOSAL RETURNS**

Offerors must return all completed proposals to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted. Electronic proposals requiring documentation, samples, etc. which cannot be uploaded must be received in the Purchasing Office by the due date and time. Signatures requiring confirmation will be confirmed by the Purchasing Office.

### PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly**.

**RECYCLED MATERIALS**

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

**SCANNED OR RE-TYPED RESPONSE**

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

**TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

**Termination for Health and Safety Violations.**

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

### VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Hospital District Board of Managers have adopted a policy which requires that vendors’ taxes and other Harris County debts be current as of the date bids/proposals are due. Proposers with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor’s taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor’s taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after December 3, 2009.

Revised 07/10

**SPECIAL REQUIREMENTS/INSTRUCTIONS**

*The following requirements and specifications supersede General Requirements where applicable. The term “Harris County” and “County" is understood to include the Harris County Hospital District (“Hospital District” or “HCHD”) and Community Health Choice, Inc. (“CHC”).*

VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

* All proposals must be typed, single spaced, and printed single-sided on 8 ½” by 11” paper.
* One original, **clearly marked “ORIGINAL”**, and seven (7) copies, **clearly marked “COPY”,** must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover.
* The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
* All documents must be labeled with the vendor’s name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
* Each section of the vendor’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
* Prepare a Table of Contents for the proposal being submitted and place it before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

**Section I: RFP Cover Sheet, Transmittal Letter, Tax Form/Debt/Residence Certification (Attachment a), Insurance (Attachment e), Certification of Eligibility to Participate in Federal Health Care Programs (Attachment j) and signed Addenda (when applicable; see Addenda under General Requirements)** – The transmittal letter should include:

* Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
* Name, title, email, telephone and fax number of person authorized to contractually obligate vendor’s company with proposal and any future negotiations; and
* A brief statement summarizing the vendor’s understanding of the project and relevant experience

**Section II: Scope of Service/Narrative of Proposed Services**

* Describe your firm’s philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.
* Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues CHC should be aware of.

**SPECIAL REQUIREMENTS/INSTRUCTIONS – CONTINUED**

* Provide an implementation timeline indicating deliverables, vendor resources and responsibilities and CHC resources and responsibilities.

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor’s ability to meet the specifications.

**Section III: Pricing Information** – See PRICING/DELIVERY INFORMATION page for instructions.

**Section IV: Organizational Information/Qualifications**

* Vendor’s history, background and principal officers
* Company organization chart
* Description of project team organization; names and resumes of team members
* References (Attachment h)

**Section V: Legal Documents** – Include any standard agreement(s) and/or contracts(s) associated with vendor’s response.

**Section VI: Questionnaire** (Attachment k) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

**Section VII: Miscellaneous** – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

Harris County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of Harris County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor’s risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the “Public Information Act”. To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED “CONFIDENTIAL”. For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

**EVALUATION PROCESS**

All proposals will be examined by an evaluation committee consisting of various Community Health Choice, Inc. personnel and Harris County Purchasing.

**SPECIAL REQUIREMENTS/INSTRUCTIONS – CONTINUED**

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County, reserves the right to accept such a proposal if it is determined to be in the best interest of the County.

While Harris County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

Harris County Purchasing may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. Harris County Purchasing expects to conduct discussions with vendor’s representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any CHC personnel during the RFP process without the express permission from the Office of the Harris County Purchasing Agent. Harris County Purchasing may disqualify any vendor who has made site visits, contacted CHC personnel or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to Harris County Purchasing. All presentations and/or meetings between CHC and the vendor relating to this RFP shall be coordinated by Harris County Purchasing.

Selected vendors may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Harris County expects to conduct negotiations with vendor’s representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor.

**EVALUATION CRITERIA**

Award shall be made to the responsible vendor whose proposal is determined to be the best evaluated response resulting from negotiations and taking into consideration all aspects of proposal impact items and the following in order of relative importance:

1. Vendor qualifications, including experience with other clients of similar size and structure to CHC and/or other governmental entities
2. Demonstrated ability to provide required services
3. Pricing
4. References
5. Compliance with instructions and specifications

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor’s recognition that subjective judgments must be made by the Evaluation Committee.

**AWARD**

Harris County anticipates awarding to a single vendor. However, Harris County reserves the right to award to more than one vendor if in the best interest of the CHC.

**SPECIAL REQUIREMENTS/INSTRUCTIONS – CONTINUED**

No award can be made until approved by the Community Health Choice, Inc. Board of Directors. This RFP does not obligate Harris County to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of an agreement.

**LEGAL DOCUMENTS**

Vendor should submit any agreement for products/services which may be required by the vendor’s organization to enter into a contract with Community Health Choice, Inc. The awarded vendor will be required to execute an agreement with the County which finalizes the terms and conditions set forth in vendor’s proposal, best and final offer, and any negotiations between vendor and Harris County. The agreement is subject to review and amendment by the Harris County Attorney’s Office.

**CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the vendor to continue services, if requested by Harris County Purchasing, until new services can be completely operational.  The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Community Health Choice, Inc. to ensure a smooth and timely transition to the replacement vendor.  Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by CHC.  During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

**ACCESS TO RECORDS**

Vendor agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the District Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the services provided by vendor.  Vendor agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later.  Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Services ("CMS").

Vendor agrees to allow similar access to books, records, and documents related to contracts between vendor and organizations related to or subcontracted by vendor, as defined by the regulations of CMS.

**COMPLIANCE WITH Texas HeaLth & Human Services Commission**

In compliance with CHC’s Agreement with the Texas Health & Human Services Commission (“HHSC”), the Uniform Managed Care Contract (“UMCC”), it is understood that HHSC has the right to examine the Agreement and Amendment resulting from this RFP, and all records relating to such. HHSC shall be provided a copy of the Agreement and the Amendment by CHC within thirty (30) days of its execution, and contractor has been advised and understands that HHSC reserves the right to reject any agreement or to require changes to any provisions that HHSC determines do not comply with the requirements or duties and responsibilities of the UMCC, or creates, in HHSC’s determination, significant barriers for HHSC in monitoring CHC’s compliance with the UMCC.

**SPECIAL REQUIREMENTS/INSTRUCTIONS – CONTINUED**

* Contractor understands that services provided under this contract are funded by state and federal funds under the Texas Medical Assistance Program (Medicaid). Contractor is subject to all state and federal laws, rules and regulations that apply to persons or entities receiving state or federal funds. Contractor understands that any violation by Contractor of a state or federal law relating to the delivery of services under this contract, or any violation of the HHSC/HMO contract could result in liability for contract money damages, and/or civil and criminal penalties and sanctions under state and federal law.
* Contractor understands and agrees that HMO has the sole responsibility for payment of services rendered by the Contractor under this contract. In the event of HMO insolvency or cessation of operations, Contractor’s sole recourse is against HMO through the bankruptcy or receivership estate of HMO.
* Contractor understands and agrees that HHSC is not liable or responsible for payment for any services provided under this contract.
* Contractor agrees that any modification, addition, or deletion of the provisions of this agreement will become effective no earlier than thirty (30) days after HMO notifies HHSC of the change. If HHSC does not provide written approval within thirty (30) days from receipt of notification from HMO, changes may be considered provisionally approved.

This contract is subject to fraud and abuse statutes. Contractor will be required to cooperate in the investigation and prosecution of any suspected fraud or abuse, and must provide any and all requested originals and copies of records and information, free-of-charge on request, to any state or federal agency with authority to investigate fraud and abuse in any state mandated programs.

**SPECIFICATIONS**

|  |
| --- |
| **Rebranding and Marketing Campaign for Community Health Choice, Inc.** |

**SCOPE**

Harris County invites qualified vendors to submit proposals for Rebranding and Marketing Campaign for Community Health Choice, Inc. (CHC) beginning on or about September 1, 2012 and ending twelve (12) months thereafter. All questions regarding this Request for Proposal (RFP) [**must**](mailto:must) be in writing and may be sent by email to [karen.bush@pur.hctx.net](mailto:karen.bush@pur.hctx.net) or by fax to 713-755-6695, Attention: Karen Bush, **before 2:00 p.m. local time in Houston** on July 18, 2012. A response to all questions received by that date and time will be issued by July 23, 2012.

**RENEWAL OPTIONS**

Harris County may consider two (2) one-year renewal options, renewable one year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Community Health Choice, Inc. Board of Directors. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

**BACKGROUND**

CHC is a non-profit Health Maintenance Organization (“HMO”) licensed by the Texas Department of Insurance in 20 counties in Southeast Texas. Through its network of more than 5,000 doctors and over 50 hospitals, CHC serves over 220,000 Members with the following programs:

* Medicaid State of Texas Access Reform (“STAR”) program for low-income children and pregnant women
* Children’s Health Insurance Program (“CHIP”) for the children of low-income parents
* CHIP Perinatal program for unborn children of pregnant women who do not qualify for Medicaid STAR
* TexHealth Harris County 3-Share Plan that subsidizes the premiums of a limited benefit plan for previously uninsured, low-income employees of small businesses

CHC is an affiliate of the Harris County Hospital District and is accredited by URAC for its health plan operations.

**PROJECT DESCRIPTION**

Community Health Choice, Inc. anticipates significant expansion of the population currently served (primarily children and pregnant women) after implementation of the Affordable Care Act. All adults under 133% of the federal poverty level will become eligible for the Medicaid program; while individuals between 133% and 400% of the federal poverty level will become eligible for financial assistance in securing health insurance through the State and/or Federal health insurance exchanges. These two (2) provisions of the Affordable Care Act provides the opportunity for CHC to market to the adult parents of its currently enrolled Medicaid or CHIP covered children, as well as other low income individuals, families and small businesses. Rebranding is under consideration for two (2) primary reasons – 1) the ability to market to new customers may warrant the development of a new brand identity; and 2) CHC’s current brand may be too specifically aligned with governmentally-supported health programs to be attractive to what has traditionally been considered the commercial health insurance market.

**SPECIFICATIONS – CONTINUED**

A new brand must attract members, retain existing members and inspire all internal and external stakeholders about the opportunity for CHC to further achieve its mission to improve the health of underserved residents of Southeast Texas through increasing access to health care services and improving integration and coordination of care.

**REQUIREMENTS**

The selected vendor will secure input from key CHC staff and Board members to ensure internal alignment around CHC’s rebranding effort. The selected vendor will conduct a minimum of four (4) focus groups of existing and potential members, regarding CHC’s current brand and potential new brand names to be suggested by CHC. If CHC’s current brand is determined to have highly favorable brand awareness and favorably serve CHC for an expanded population with new competitors, the engagement will end. If a new brand is agreed upon, the selected vendor will work with CHC’s internal Marketing and Communications Department to develop a brand design and messaging that communicates the change within and outside the organization, create detailed brand guidelines and templates, and execute an implementation plan.

Deliverables:

1. Reports of the focus groups results
2. Final art for the new brand in three (3) file formats (.eps for full color, reverse, and black and white) that will be owned in whole by Community Health Choice
3. Sample applications for use of the brand identity in business cards, letterhead, member and provider marketing materials, and website
4. Detailed brand guidelines and templates
5. Standards manual for executing and implementing the rebranding campaign

***Note: Items b – e are necessary only if it is determined that a new brand is required.***

**PRICING/DELIVERY INFORMATION**

Provide pricing to furnish the proposed services. Pricing must be all-inclusive and itemized.

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| --- | --- | --- | --- | --- |
| **DESCRIPTION** | | **PRICE** | | |
| 1. Reports focus groups results | | $ | |  |
| 1. Final art for the new brand in three (3) file formats (.eps for full color, reverse, and black and white) that will be owned in whole by Community Health Choice | | $ | |  |
| 1. Sample applications for use of the brand identity in business cards, letterhead, member and provider marketing materials, and website | | $ | |  |
| 1. Detailed brand guidelines and templates | | $ | |  |
| 1. Standards manual for executing and implementing the rebranding campaign | | $ | |  |
| 1. Other – Not included above | | $ | |  |
|  | | | | |
| **TOTAL** | **$** | |  | |

***Note: If CHC’s current brand is determined to have highly favorable brand awareness and favorably serve CHC for an expanded population with new competitors, the engagement will end and items b – e will not be necessary.***

**RENEWAL OPTIONS**

Harris County may consider two (2) one-year renewal options, renewable one year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Community Health Choice, Inc. Board of Directors. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

Attachment a

Job No.:12/0180

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**

**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.):

Company Name submitting Bid/Proposal:

Mailing Address:

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

**I.** **Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Harris County Tax Acct. No.\* Property address or location\*\*

     

\* *This is the property account identification number assigned by the Harris County Appraisal District.*

\*\* *For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

**II.** **Harris County Debt -** Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No If yes, attach a separate page explaining the debt.

**III.** **Residence Certification - Pursuant** to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor/contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that is a Resident Bidder of Texas as defined in Government

[Company Name]

Code §2252.001.

I certify that is a Nonresident Bidder as defined in Government Code [Company Name]

§2252.001 and our principal place of business is . [City and State]

Revised 11/09

Attachment e

**MINIMUM INSURANCE REQUIREMENTS**

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

**A. Workers Compensation**, as required by the laws of Texas, **and Employers’ Liability**,as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers’ Liability

* Each Accident: $1,000,000
* Disease–Each Employee: $1,000,000
* Policy Limit: $1,000,000

**B.** **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

* Each Occurrence: $1,000,000
* Personal and Advertising Injury: $1,000,000
* Products/Completed Operations: $1,000,000
* General Aggregate (per project): $2,000,000

**C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

* Combined Single Limit-Each Accident: $1,000,000

**D. Umbrella/Excess Liability** *(Harris County shall be named Additional Insured on primary/non-contributory basis)*

* Each Occurrence/Aggregate: $1,000,000

**E. Professional/Errors & Omissions Liability** (if applicable)

* Each Occurrence/Aggregate: $1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Rev. 10/2011

Attachment h

**REFERENCES**

Provide a minimum of three (3) references wherein vendor has provided similar services in the last twelve (12) months. If applicable, also provide name(s) of team member(s) who rendered services. References provided must be current and verifiable. Harris County will conduct reference checks to verify and validate vendors’ past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the proposal submitted. In addition, failure to provide verifiable references may be cause for rejection of proposal submitted.

Reference #1

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| --- | --- | --- | --- | --- | --- | --- | --- |
| Organization Name: | | | |  | | | |
| Contact Name/Telephone No.: | | | | | | |  |
| Address/Email Address: | | | | |  | | |
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| Dates of Service: | |  | | | | | |
| Team Member(s): | | |  | | | | |
| Brief Description of Project: | | | | | |  | |
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Reference #2

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| --- | --- | --- | --- | --- | --- | --- | --- |
| Organization Name: | | | |  | | | |
| Contact Name/Telephone No.: | | | | | | |  |
| Address/Email Address: | | | | |  | | |
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| Dates of Service: | |  | | | | | |
| Team Member(s): | | |  | | | | |
| Brief Description of Project: | | | | | |  | |
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Reference #3

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| Organization Name: | | | |  | | | |
| Contact Name/Telephone No.: | | | | | | |  |
| Address/Email Address: | | | | |  | | |
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| Dates of Service: | |  | | | | | |
| Team Member(s): | | |  | | | | |
| Brief Description of Project: | | | | | |  | |
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**REFERENCES – CONTINUED**

Reference #4

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| Organization Name: | | | |  | | | |
| Contact Name/Telephone No.: | | | | | | |  |
| Address/Email Address: | | | | |  | | |
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| Dates of Service: | |  | | | | | |
| Team Member(s): | | |  | | | | |
| Brief Description of Project: | | | | | |  | |
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Reference #5

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| Organization Name: | | | |  | | | |
| Contact Name/Telephone No.: | | | | | | |  |
| Address/Email Address: | | | | |  | | |
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| Dates of Service: | |  | | | | | |
| Team Member(s): | | |  | | | | |
| Brief Description of Project: | | | | | |  | |
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Reference #6

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| Organization Name: | | | |  | | | |
| Contact Name/Telephone No.: | | | | | | |  |
| Address/Email Address: | | | | |  | | |
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| Dates of Service: | |  | | | | | |
| Team Member(s): | | |  | | | | |
| Brief Description of Project: | | | | | |  | |
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Attachment i

**BUSINESS ASSOCIATE ADDENDUM**

**RECITALS**

The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq*., as amended, 241.151 *et seq*.*,* as amended, and 611.001 *et seq*., as amended (collectively referred to herein as the “Privacy and Security Requirements”).

**TERMS**

**VENDOR’S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPHI”)**

A. Definitions.

1. Confidential Information is information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision).

2. Protected Health Information (“PHI”) is defined in 45 C.F.R. § 160.103 and is limited to information created or received by VENDOR from or on behalf of the District.

3. Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.

1. Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (*e.g.*, flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B. General.

1. VENDOR agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.

2. VENDOR agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at VENDOR’s own expense.

3. VENDOR agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of VENDOR’s services to the District. Compliance with this paragraph is at VENDOR’s own expense.

4. The terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. VENDOR represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. Business Associate. VENDOR is a “Business Associate” of the District as that term is defined under the Privacy and Security Requirements.

1. *Nondisclosure of PHI*. VENDOR agrees not to use or disclose PHI received from or on behalf of the District or created, compiled, or used by VENDOR pursuant to the \_\_\_\_(Name of Agreement)\_\_\_ to which this BAA is attached (hereinafter the “Agreement”) other than as permitted or required by this BAA, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*. VENDOR agrees not to further use or disclose PHI or EPHI received from or on behalf of the District or created, compiled, or used by VENDOR pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the District, or if either VENDOR or the District is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

3. *Safeguarding PHI*. VENDOR agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.

4. *Safeguarding EPHI*. VENDOR agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the District. These safeguards shall include the following:

a) Encryption of EPHI that VENDOR stores and transmits;

b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;

c) Use of updated antivirus software;

d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

e) Conduct of periodic security training.

5. *Reporting Security Incidents*. VENDOR agrees to report to the District any Security Incident **immediately** upon becoming aware of such. VENDOR further agrees to provide the District with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If VENDOR determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, VENDOR agrees to notify the District in writing of the conditions that make reproduction infeasible and any information VENDOR has regarding the PHI or EPHI involved.

VENDOR agrees to cooperate in a timely fashion with the District regarding all Security Incidents reported to the District.

VENDOR agrees that the District will review all Security Incidents reported by VENDOR and the District, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the District’s website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the District, at no cost to the individual(s); and (3) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services (“HHS”).

VENDOR agrees to reimburse the District for all expenses incurred as a result of VENDOR’s Security Incidents, including, but not limited to, expenses related to the activities described above. VENDOR agrees that the District will select the vendors and negotiate the contracts related to said expenses.

1. *EPHI and Subcontractors*. VENDOR shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, VENDOR agrees to give the District at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
2. *Subcontractors and Agents*. VENDOR shall require any subcontractor or agent to whom VENDOR provides PHI or EPHI received from or on behalf of the District or created, compiled, or used by VENDOR pursuant to this BAA, to agree to the same restrictions and conditions that apply to VENDOR with respect to such PHI and EPHI.
3. *Reciprocal Disclosures*. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The District agrees:

a) to be bound by these provisions with regard to PHI or EPHI received from VENDOR;

b) to restrict access to such PHI or EPHI to the District’s Chief Financial Office, the District’s Controller, the District’s Compliance Officer, the Harris County Attorney’s Office, and designated employees of the District’s Benefits Department for legal and auditing services; and

c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.

1. *Mitigation*. VENDOR agrees to mitigate, to the extent practicable, any harmful effect that is known to VENDOR of a use or disclosure of PHI or EPHI by VENDOR, or by a subcontractor or agent of VENDOR, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. VENDOR also agrees to inform the District in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
2. *Notice – Access by Individual*. VENDOR agrees to notify the District in writing within three (3) business days of any request by an individual for access to the individual’s PHI or EPHI and, upon receipt of such request, direct the individual to contact the District to obtain access to the individual’s PHI. Upon request by the District, VENDOR agrees to make available PHI and EPHI to the District or, as directed by the District, to an individual in accordance with 45 C.F.R. § 164.524.
3. *Notice – Request for Amendment*. VENDOR agrees to notify the District in writing within three (3) business days of any request by an individual for an amendment to the individual’s PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the District to request an amendment of the individual’s PHI or EPHI. VENDOR agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the District in accordance with 45 C.F.R. § 164.526.
4. *Notice – Request for Accounting*. Upon receipt of any request from an individual for an accounting of disclosures made of the individual’s PHI or EPHI, VENDOR agrees to notify the District in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the District for an accounting of the disclosures of the individual’s PHI or EPHI. VENDOR agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
5. *HHS Inspection*. Upon written request, VENDOR agrees to make available to HHS or its designee, VENDOR’s internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the District in a time or manner designated by HHS for purposes of HHS determining the District’s compliance with the Privacy and Security Requirements.
6. *District Inspection*. Upon written request, VENDOR agrees to make available to the District and its duly authorized representatives during normal business hours VENDOR's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the District in a time and manner designated by the District for the purposes of the District determining compliance with the Privacy and Security Requirements.  VENDOR agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later.  VENDOR agrees to allow similar access to books, records, and documents related to contracts between VENDOR and organizations related to or subcontracted by VENDOR to whom VENDOR provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the District.
7. *PHI or EPHI Amendment*. VENDOR agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the District pursuant to this BAA when notified by the District that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
8. *Documentation of Disclosures*. VENDOR agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the District to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
9. *Termination Procedures*. Upon termination of this BAA for any reason, VENDOR agrees to deliver all PHI or EPHI received from the District or created, compiled, or used by VENDOR pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the District in writing, to destroy all PHI or EPHI within the time frame determined by the District, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when VENDOR maintains PHI or EPHI from the District in any form. If VENDOR determines that transferring or destroying the PHI or EPHI is infeasible, VENDOR agrees:

a) to notify the District of the conditions that make transfer or destruction infeasible;

b) to extend the protections of this BAA to such PHI or EPHI; and

c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the District, or destruction infeasible.

18. *Notice – Termination*. Upon written notice to VENDOR, the District may terminate any portion of the Agreement under which VENDOR maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to VENDOR, the District may terminate the entire Agreement if the District determines, at its sole discretion, that VENDOR has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. VENDOR’s obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the District, in its reasonable discretion, determines that amendment is necessary for the District to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit the District to comply with the Privacy and Security Requirements.

**G. Indemnification. VENDOR agrees to indemnify and hold harmless, to the extent allowed by law, the District and its Board of Managers, officers, employees, and agents (individually and collectively “Indemnitees”) against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**

**1. a breach of this BAA relating to the Privacy and Security Requirements by VENDOR; or**

**2. any negligent or wrongful acts or omissions of VENDOR or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**

1. Electronic Mail Addresses. VENDOR affirmatively consents to the disclosure of its e-mail addresses that are provided to the District, including any agency or department of the District. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV’T CODE ANN. § 552.137 *et seq*., as amended, and shall survive termination of this BAA. This consent shall apply to e-mail addresses provided by VENDOR and agents acting on behalf of VENDOR and shall apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.
2. Except as otherwise limited in this BAA, VENDOR may use or disclose Protected Health Information it creates or receives from or on behalf of the District to provide the services to or on behalf of the District set out in the Agreement to which this BAA is attached.
3. This BAA survives the termination of the Agreement and expires six (6) years after its termination.

Attachment j

Page 1 of 2

CERTIFICATION OF ELIGIBILITY TO PARTICIPATE

IN FEDERAL AND STATE HEALTH CARE PROGRAMS

(Vendors)

**Background**

The Harris County Hospital District (“HCHD”) participates in Federal and State health care programs. As conditions of participation, neither HCHD nor its vendors may be excluded from participation in any Federal or State health care program, and both HCHD and its vendors must comply with all rules and regulations regarding the programs.

HCHD screens all vendors upon engagement, and at least annually thereafter, against the General Services Administration’s List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities (“LEIE/EPLS”) (collectively referred to as “exclusion lists”) to ensure that they are not listed on the exclusion lists. In addition, all vendors must disclose to HCHD’s Corporate Compliance Office whether they or any of their owners, officers, directors, employees, or principals (collectively, “Principals”) are listed on the exclusion lists.

The contact information for HCHD’s Corporate Compliance Office is:

Harris County Hospital District

Corporate Compliance Office

P.O. Box 300033

Houston, Texas 77230-0033

(713) 566-6461 (Phone)

HCHD has a disclosure policy that emphasizes a no-retribution, no-retaliation policy and includes a reporting mechanism for anonymous communications for which confidentiality is maintained. HCHD has also arranged for a hotline service with an outside agency. The hotline’s phone number is 1-800-500-0333.

**Certification**

I hereby certify that neither the vendor who is listed below, nor any of its Principals, is on the exclusion lists. I further certify that the vendor will report immediately to HCHD’s Corporate Compliance Office if either the vendor or any of its Principals becomes placed on the exclusion lists at any time in the future while the vendor is associated with HCHD. I understand that if the vendor is now or subsequently become placed on the exclusion lists, HCHD will terminate its contract(s) with vendor. I further understand that if the vendor fails to immediately terminate any of its Principals who become placed on the exclusion lists, HCHD will terminate its contract(s) with vendor.

I further certify that the vendor understands that its Principals are expected to disclose or report to HCHD’s Corporate Compliance Office, or other appropriate HCHD designated individual, any suspected violation of any Federal or State health care program requirement or of HCHD’s own policies and procedures.

Attachment j

Page 2 of 2

Vendor Name

Address

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City State Zip Code

Signature

Print Name

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Title Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address Date

Attachment k

**QUESTIONNAIRE**

Please provide the following information and include in Section VII of response. Responses should be as thorough and definitive as possible and include all pertinent data.

1. Provide an overview of your company:
2. What is the official company name?
3. Does your company use another ("trade style") name? If “Yes”, what is it?
4. How many years has your company been in business?
5. How many years has the company been under current management (i.e. Chief Executive Officer and Chief Operating Officer)?
6. How many years has the company been under current ownership and control?
7. How many offices does your company have?
8. Provide a company profile including the length of time in business, size and a description of the core competencies.
9. Provide a description of your company’s previous experience with complete rebranding campaigns, along with a portfolio of similar work completed including a comprehensive package illustrating rebranding efforts.
10. Provide biographies of key agency personnel to be assigned to this project.
11. Does your company have experience in providing rebranding and marketing services for public organizations, preferably Health Maintenance Organizations, comparable in size to Community Health Choice, Inc.? If yes, please describe.
12. Provide the experience and educational background of your professional staff who will be assigned to this project. Include job descriptions and credentials. Define their roles and responsibilities for this project. What is the office location of each staff member?
13. Provide a description of how your company develops basic creative and marketing strategies. Also include what can be expected during the on-boarding process of a new client engagement.
14. Provide a description of your company’s use of marketing research in providing effective rebranding and marketing strategic recommendations. Identify specific cases in which marketing research was used in the development of strategies and tactics.
15. Describe how your company remains at the forefront of technology and emerging media. Explain how this knowledge and thought leadership would benefit CHC.
16. Does your company provide other related services not listed in the Specifications, which may be beneficial to CHC?
17. List qualities that make your company unique.