



CENTRAL HEALTH

TRAVIS COUNTY HOSPITAL DISTRICT

Request for Proposals

RFP 2606-002

Learning Management System & future Workforce Agility Platform

July 19, 2026

Contact: Central Health Purchasing Office
1111 E. Cesar Chavez St. Austin, TX 78702
Phone: 512-978-8157
Email: CHPurchasing@centralhealth.net

PROPOSALS DUE: Tuesday, 7/21/26 - 2:00 P.M. Prevailing Central Time

Request for Proposals
RFP 2606-002 LMS & Workforce Agility Platform
Procurement Schedule

| Action | Date | Time | Responsibility | Location / Details |
|---|------------------------|---------|----------------|---|
| Solicitation Issue Date | Friday, June 19, 2026 | 5:00 PM | Central Health | Bidnet and Electronic State Business Daily ("ESBD") |
| Pre-Proposal Conference (optional) | Monday, June 29, 2026 | 2:30 PM | Central Health | MS Teams |
| Question Submittal | Tuesday, July 7, 2026 | 5:00 PM | Proposers | Bidnet or CHpurchasing@centralhealth.net |
| Question Response | Tuesday, July 14, 2026 | 5:00 PM | Central Health | Bidnet and ESBD |
| Proposal Submission | Tuesday, July 21, 2026 | 2:00 PM | Proposers | Bidnet or 1111 E. Cesar Chavez, Austin TX 78702 |
| Proposals received after the Proposal Submission time at the designated location will not be considered. | | | | |
| Protest Deadline | See Section II.A.11 | | Proposers | |

Initial Contract Duration: 1 Year

Contract Renewal: Optional - Four (4) one-year renewal periods after initial term

Proposals and Prices Good for: 90 days

Multiple Awards: No

PROPOSAL INSTRUCTIONS

Proposers should note that this Request for Proposals (RFP) is published and accessible through electronic means. Proposers who received notification of this solicitation by means other than through any of the three websites listed below should register with Bidnet in order to receive timely notification of any addenda, amendment, and/or other forms of information that may be issued prior to the solicitation submittal date:

<http://www.centralhealth.net/finance/purchasing>

<https://www.txsmartbuy.com/esbd>

<https://www.bidnetdirect.com/texas/traviscountyhealthcaredistrictdbacentralhealth>

Registration is **free**.

Proposal Submissions: Proposers are strongly encouraged to submit proposals online via Bidnet. Submission via Bidnet is the preferred method of submission.

A secondary option is to deliver one (1) printed Proposal via USPS mail, FedEx, DHL, etc.

DUE TO STAFF HYBRID WORK SCHEDULES AND CURRENT BUILDING ACCESS RESTRICTIONS, IF YOU PLAN TO DELIVER A PRINTED COPY TO THE PURCHASING OFFICE, YOU MUST CONTACT THE PROCUREMENT AUTHORITY PRIOR TO DELIVERY. The printed Proposal with any supporting and/or sample documentation must be delivered in a sealed container that is labeled and addressed as follows:

Attn: **RFP 2606-002 Learning Management System & future Workforce Agility Platform**
Central Health - Purchasing Office
1111 East Cesar Chavez Street
Austin, TX 78702

Should a Proposer submit both a proposal via Bidnet and deliver a printed Proposal, the Bidnet submitted Proposal will be the proposal of record and will be used for the purposes of the RFP. **Proposals submitted in a format other than 1) online via Bidnet or 2) delivery of a printed proposal to the address above will not be considered.**

It is the Proposer's sole responsibility to ensure that it obtains any and all addenda and/or amendments to this RFP; addenda and amendments will be posted on Bidnet the day they are released. In the event of a conflict between a version of the RFP in the Proposer's possession and the version maintained by Central Health, the version maintained by Central Health will control.

All Proposals will be submitted and/or delivered on or before the closing date and time for receipt of Proposals. **Proposals received at the designated location after the published time and date will not be considered.**

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I. INTRODUCTION

A. Entity Background

The Travis County Healthcare District d/b/a Central Health (“Central Health” or the “district”) is a hospital district created under Chapter 281 of the Texas Health and Safety Code that is responsible for providing or arranging for the provision of hospital and medical care to low-income residents of Travis County. Central Health’s mission is to improve the health of the community by caring for those who need it most – particularly the uninsured and underinsured. Central Health is making healthcare better through the direct practice of medicine, partnerships and collaborations with other providers, and building facilities to provide care in the communities most in need. The district’s Healthcare Equity Plan, adopted in early 2022, is guiding up to \$700 million in investments to close the gaps that persist throughout the safety-net healthcare system.

Central Health owns Sendero Health Plans, a community nonprofit insurer that covers members through the Affordable Care Act Health Insurance Marketplace. Central Health clinical partner, CommUnityCare Health Centers, is a federally qualified health center network with more than 27 primary care locations throughout Central Texas. A network of partners, including Integral Care (behavioral health), Lone Star Circle of Care (a Federally Qualified Health Center), and the Dell Medical School at The University of Texas at Austin, help Central Health extend services deeper into the community.

B. Purpose of Request for Proposals

In accordance with organizational procurement policies and funding requirements, Central Health is conducting a formal competitive solicitation for its Learning Management System (LMS) solution. The current system has been extended through prior contract terms, and this represents an opportunity to evaluate available solutions in the market. Additionally, Central Health is looking for one vendor, starting with an LMS but with the future option to add modules such as Management & Career Pathways, Performance & Engagement, and Succession Planning.

Central Health is soliciting proposals from qualified vendors to provide a Learning Management System that:

- Streamlines compliance training and certification tracking
- Improves reporting and audit readiness
- Enhances user experience for learners and administrators
- Reduces manual administrative work through automation
- Integrates with existing HR and IT systems
- Include options to add modules to scale to support Workforce Agility

A successful implementation will result in improved learner experience, compliance rates, reduced administrative burden, and increased visibility into workforce training and performance.

C. Procurement Authority

Central Health has designated a Procurement Authority who is responsible for the conduct of this procurement on behalf of Central Health; therefore, all deliveries (including Proposal delivery) shall be addressed as follows:

RFP 2606-002 Learning Management System & future Workforce Agility Platform

Central Health – Purchasing Office
1111 East Cesar Chavez Street Austin, TX 78702
CHpurchasing@centralhealth.net

Any inquiries or requests regarding this procurement should be submitted to the Procurement Authority as identified on Bidnet and Central Health’s Website:

<http://www.centralhealth.net/finance/purchasing>. Inquiries must reference the solicitation number on any and all correspondence. Proposers shall ONLY contact the Procurement Authority regarding this procurement. Proposers shall NOT contact individual Central Health Board Members, Central Health executive team leaders or staff regarding this solicitation. Such contact may result in disqualification of the Proposer initiating the contact.

D. Definition of Terminology

This section contains definitions and abbreviations that are used throughout this procurement document.

“BAFO” request for a Best and Final Offer.

"Bidnet Website" is the following link:

<https://www.bidnetdirect.com/texas/traviscountyhealthcaredistrictdbacentralhealth>

"Central Health Website" is the following link:

<http://www.centralhealth.net/finance/purchasing>.

"Close of Business (COB)" means 5:00 PM Prevailing Central Time.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Determination" means the written documentation of a decision by the Procurement Authority, including findings of fact supporting a decision. A Determination becomes part of the procurement file.

"Desirable" means that the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a Desirable or discretionary item or factor (as opposed to “Mandatory”).

"Duly Authorized Representative" means the individual who is authorized to submit a Proposal to this RFP on behalf of Proposer and to bind the Proposer to any Contract that may result from the Submission of Proposal.

"ESBD" is the Electronic State Business Daily at the following link:
<https://www.txsmartbuy.com/esbd>

"Evaluation Committee" means a body appointed by Central Health management to perform the evaluation of Proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Authority and the Evaluation Committee for Contract/s award. It contains all written Determinations resulting from the RFP.

"Finalist" is defined as a Proposer who meets all the Mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" means that the terms "must", "shall", "will", "is required", or "are required" identify a Mandatory item or factor (as opposed to "Desirable"). Failure to meet a Mandatory item or factor will result in the rejection of the Proposer's Proposal.

"Principal" is a person in charge of an organization who takes leadership.

"Proposer" is any person, entity, corporation, or partnership that submits a Proposal.

"Procurement Authority" means a person or designee authorized by Central Health to manage or administer a procurement requiring the evaluation of the RFP Proposal.

"Request for Proposal" or "RFP" means all documents, including Attachments and Exhibits, which are hereby incorporated by reference and considered a part of the Proposals.

"Responsible Proposer" means a Proposer who submits a Proposal and who has furnished, when required, information and data to prove that on the basis of demonstrated competence and qualifications, its financial resources, production and service facilities, personnel, service reputation and experience are adequate to satisfactorily perform the Services or provide items of tangible personal property described in the Proposal.

"Responsive Proposal" means a Proposal that includes all required documentation and conforms in all material respects to the requirements set forth in the Request for Proposals. The Proposal to this Request for Proposals must include responsive information, which support the Proposer's competence, qualifications, and ability to perform the Services, including, but not limited to, quality, quantity, and delivery requirements.

"Timely Response" means the potential vendor or contracted vendor will respond to all

requests from the Procurement Authority or any Central Health representative by the deadlines provided in the request. Vendor may propose an alternative deadline to the Procurement Authority, but the decision whether or not to extend any deadline is solely within the discretion of Central Health. Failure to respond timely to requests may be grounds for invalidating a bid or canceling an awarded contract.

II. PROCUREMENT SCHEDULE

This section of the RFP describes all major events listed in the RFP Schedule. The Procurement Authority will make every effort to adhere to the Procurement Schedule set forth in this RFP.

A. Pre-proposal Conference

If a pre-proposal meeting is held the date and time of that conference will be noted in the Procurement Schedule on page 2 of this RFP. Conference call and video conference information will be available the day before the meeting and will be posted on Bidnet and Central Health's website.

B. Deadline to Submit Questions

All Proposers are expected to carefully examine this RFP. Any ambiguities or inconsistencies therein should be brought to the attention of the Procurement Authority as described in this RFP. Additionally, it is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood. Proposers may submit written questions via Bidnet.

C. Response to Written Questions

Written responses to all questions submitted by potential Proposers will be addressed in either a RFP addendum or question and answer document that will be posted on Bidnet by Close of Business per the Question Response Date as indicated in the Procurement Schedule on page 2 of this RFP.

Any verbal statement made by Central Health regarding the RFP prior to the award will be considered non-binding. The only formal interpretation of the RFP will be made by addendum or a question-and-answer document issued by the Procurement Authority.

D. Submission of Proposal

The Procurement Authority or designee must receive all proposals for review and evaluation no later than 2:00 PM Central Time per the Proposal Submission Date as indicated in the Procurement Schedule on page 2 of this RFP. Proposals received after this deadline will not be accepted. **Refer to Proposal Instructions on page 3 of this RFP for Proposal Submission instructions.**

Proposals submitted via Bidnet (preferred method), Bidnet.com will automatically record the date and time of receipt of each correctly submitted Proposal.

The date and time of receipt will be recorded on each printed Proposal. The Proposal **must be addressed and delivered to the Procurement Authority in a sealed container at the address**

listed in 1.C above. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all organizations that submit a Proposal. Unless required by law, the contents of any Proposal will not be disclosed to competing Proposers prior to Contract award.

E. Proposal Evaluation

The Evaluation Committee will evaluate the Proposals. The Procurement Authority may initiate discussions with Proposers who submit Responsive or potentially Responsive Proposals, but Proposals may be accepted and evaluated without such discussion. Any resulting clarifications will be issued to all Proposers. While Proposers may initiate requests for clarifications pursuant to above, general discussions SHALL NOT be initiated by the Proposers. The Evaluation Committee will evaluate and score written Proposals using the evaluation criteria identified in section VII. EVALUATION CRITERIA.

F. Selection of Finalists

The selection process may be conducted in two steps. In step one, the Evaluation Committee will evaluate and score written Proposals using the evaluation criteria identified in section VII. EVALUATION CRITERIA. Based on the scoring in step one, the Evaluation Committee, as step two, may develop a "short list" of Proposers who may be invited to interview or provide a demonstration with the Evaluation Committee. Only "short listed" Finalists will be considered for further evaluation and invited to participate in the subsequent steps of the procurement process.

G. Interviews of Short-listed Finalists

Based on step one of the selection process, Central Health, at its sole discretion, may determine that it is necessary to interview or request a demonstration from the short-listed finalists prior to making a recommendation to ask for a Best and Final Offer ("BAFO") or to recommend Contract award. If Central Health desires to conduct interviews/demonstrations, short-listed finalists will be invited to present their Proposals to the Evaluation Committee. The purpose of interviews/demonstrations, if conducted, is to ensure the Evaluation Committee's understanding of the Proposals and Proposer's qualifications, as well as, to evaluate the Proposer's team under the criteria set forth in section VII. EVALUATION CRITERIA. When conducted, interview/demonstration scores will be used as an additional consideration for recommendation and award of a Contract. The Procurement Authority will schedule the time for each Proposer presentation, if applicable. All Proposer presentations will be held as virtual, conference call presentations. Each interviewee will have time to present followed by a question/answer period from the evaluation team. Time limits for the presentation and question/answer period will be determined by Central Health. The selected interviewees will receive an official Interview/Demonstration Invitation letter with the meeting information and duration defined.

H. Contract Award

Central Health may but is not obligated to award one or more Contracts to the Proposer/s that

best satisfies Central Health's requirements and provides the best overall value to Central Health for the Scope of Work.

As of the date of issuance, a single award is contemplated.

I. Protest Deadline

Protest of Contract award by a Proposer that was not recommended for same must be submitted in writing to the Procurement Authority within ten (10) calendar days after Central Health notifies Proposers of a Contract award. The written protest must clearly set forth the arguments supporting the protest and, if desired, should include a request for an expedited hearing with the Procurement Authority. The Procurement Authority will rule on the protest in writing within ten (10) business days from the date it receives the written protest and any hearing. Any appeal of the Procurement Authority's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Procurement Authority, who will present the matter for final resolution to the Central Health President and CEO or his/her designee. The Proposer will be notified of the time and place the appeal is to be heard and afforded an opportunity to present evidence to the Central Health President and CEO or his/her designee in support of the appeal. Central Health's decision on appeal is final.

Protests received after the deadline will not be accepted.

III. PROPOSER RIGHTS AND OBLIGATIONS

A. Rights

1. Amending Proposals

Any Proposer may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposals must be complete replacements for a previously submitted Proposal and must be clearly identified as such in the transmittal letter. Central Health will not merge, collate, or assemble Proposal materials.

2. Withdrawing Proposals

Proposers will be allowed to withdraw their Proposals at any time prior to the deadline for receipt of Proposals. To withdraw a Proposal, the Proposer must submit a written withdrawal request signed by the Proposer's Duly Authorized Representative and addressed to the Procurement Authority.

3. Designating Proposal Contents as Confidential or Proprietary

Proposers may mark, stamp, or imprint the words "proprietary" or "confidential" on any pages of the Proposal that include information of this type. However, Proprietary or confidential information should be readily separable from the Proposal in order to facilitate eventual public inspection of the other portions of the Proposal. Central Health will not sort, otherwise isolate, or redact proprietary or confidential information embedded within the body of a Proposal.

B. Obligations

1. Conditions and Contract Terms Associated with RFP

Proposers must indicate their acceptance of all conditions governing the RFP in their letter of transmittal. However, a Proposer's failure to do so will not operate to exempt Proposer from these conditions, as the act of submission itself constitutes acceptance of the conditions, including the evaluation criteria contained in section VII. EVALUATION CRITERIA of this RFP.

Additionally, Proposers must agree to include the terms contained within Exhibit G – Sample Contract with Required Contract Terms and Conditions, which is incorporated in this RFP, in any Contract that results from this RFP and to execute the Business Associate Agreement contained within Exhibit H, of this RFP.

2. Costs Associated with Procurement

Any and all costs incurred by the Proposer in preparation, transmittal, and presentation of any Proposal or material submitted in response to this RFP will be borne solely by the Proposer.

3. Electronic Mail Address

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Therefore, all Proposers must have a valid e-mail address to receive correspondence.

4. Identification and Selection of Subcontractors

The term "subcontractor" includes sub-consultants. Proposer's intended use of subcontractors must be clearly explained in its Proposals, and major subcontractors must be identified by name. The awarded Proposer will be wholly responsible for the entire performance of the Contract, whether or not subcontractors are used, and Proposer expressly acknowledges that in entering into such subcontract(s), Central Health is in no manner liable to any subcontractor(s). Awarded Proposer further acknowledges that Central Health will make Contract payments only to the awarded Proposer.

5. Historically Underutilized Business (HUB) Program and Good Faith Effort

Proposers are asked to make a "good faith effort" to take all necessary and reasonable steps to ensure that certified HUBs (see next paragraph) have the maximum opportunity to participate in the performance of any Contract that results from this RFP as subcontractors.

HUB contractors and subcontractors must be certified as a HUB, Minority/Women-Owned Business Enterprises, or Disadvantaged Business Enterprise source by a recognized governmental program, such as:

- City of Austin Municipal Government;
- Texas Unified Certification Program; or
- State of Texas; or
- Other certification entity recognized by Travis County, Texas

Any subcontractor who Proposer intends to subcontract with at the time of Proposal submission and that is identified, as a HUB will be required to submit a copy of its certification with this Proposal. Central Health reserves the right to verify any entity's HUB status prior to Contract award.

6. Suspension and Debarment Certification

The Proposer will certify, by signing the Acknowledgement of Receipt Form, attached hereto as Exhibit C, that to the best of its knowledge and belief that the Proposer and/or its Principals or subcontractors are not and have not been debarred, suspended, proposed for debarment or declared ineligible for the award of Contracts by any federal department or district.

7. Conflict-of-Interest Questionnaire (CIQ Form)

Pursuant to Chapter 176 of the Texas Local Government Code, the awarded Proposer, if any, will be required to complete the Conflict-of-Interest Questionnaire ("CIQ"), which is attached to this RFP as Exhibit E, and submit it together with the Contract, if the Proposer has: (i) an employment or other business relationship with a local government officer of Central Health or a family member of same; (ii) given a local government officer of Central Health or a family member of same one or more gifts having an aggregate value as specified in Exhibit E or (iii) has a family relationship with a local government officer of Central Health. For additional information concerning filling out the CIQ, see <https://www.ethics.state.tx.us/forms/conflict/>.

8. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code prohibits a governmental entity, like Central Health, from entering into certain Contracts, unless the business entity submits a Certificate of Interested Parties form, attached to this RFP as EXHIBIT I, to the governmental entity at the time the business entity executes a Contract. Form 1295 is applicable to any of awarded Proposer's directors, officers, or employees who hold a controlling interest (10% or more ownership) in the business entity and who actively participated in facilitating the Contract or negotiating the terms of same (broker, intermediary, advisor, and/or attorney), if any.

The Proposer for such Contract award will be required to electronically file a Form 1295 with the Texas Ethics Commission upon notification of selection from Central Health. The online filing process will generate a Certificate Number and Date Filed. The Proposer will submit that information Central Health as part of its contract.

For more information, visit:

<https://www.ethics.state.tx.us/filinginfo/1295/>

9. Good-Faith Negotiations

The Procurement Authority or designee will participate in all discussions with Proposers. Discussions will only be conducted with responsible Proposers who submit Responsive Proposals to the RFP, which are determined to be reasonably acceptable of being selected for award. Those Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals. Proposers may be required to submit additional information and/or clarify previously submitted information during negotiations. Revisions and supplements to Proposals may also be permitted after submission and before Contract award for the purpose of obtaining BAFOs in Central Health's sole discretion. Any BAFO, as well as the entire Proposal, will become part of Central Health's awarded Contract.

Central Health reserves the right to negotiate the price and any other term with any, all, or none

of the Proposers. Any oral negotiations must be confirmed in writing prior to an award.

IV. CENTRAL HEALTH RIGHTS

A. Summary of Rights

Central Health may:

1. Reject any or all Proposals without obligation or liability to any Proposer;
2. Accept a Proposal other than the lowest-price Proposal (as applicable);
3. Award a Contract on the basis of an initial Proposal received without discussions or requests for Best and Final Offers;
4. Request Best and Final Offers from any or all Proposers;
5. Procure the Services in whole or in part by other means;
6. Award more than one Contract; and/or
7. Not award any Contract.

B. Termination of RFP

This RFP may be canceled at any time and any and all Proposals may be rejected in whole or in part if Central Health determines such action to be in Central Health's best interest.

C. Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities (e.g. Proposer submits the incorrect number of Proposal copies or does not sign all Proposal copies) in the Proposals. The Evaluation Committee also reserves the right to waive certain, non-mandatory requirements contained herein if the Proposal otherwise meets the mandatory requirements and/or waiving the minor irregularity does not otherwise materially affect the procurement. This right may be exercised at the Evaluation Committee's sole discretion.

D. RFP Amendments

Central Health reserves the right to issue amendments to this RFP before the date on which Proposals are due.

E. Negotiate Additional Contract Terms

Central Health reserves the right to modify and negotiate with a successful Proposer provisions in addition to those attached to this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's Proposal will be incorporated into and become part of the Contract.

F. Accept Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between Central Health and the selected Proposer and will not be deemed an opportunity to amend the Proposer's Proposal. **If a Proposer requests significant changes to either the required Contract terms or the terms of the Business Associate Agreement, Proposer's Proposal may be considered non-Responsive and result in Proposers' disqualification or, if such changes are requested post-Proposal submission in violation of this RFP, will result in termination of negotiations and Contract award.**

G. Investigate Proposers

The Evaluation Committee and/or Central Health Purchasing staff may make such investigations as necessary to determine the qualifications and ability of the Proposer to adhere to the requirements specified within this RFP. The Evaluation Committee will reject any Proposal that is submitted by a Proposer who it deems unqualified or who otherwise fails to submit a responsive Proposal. Central Health may also investigate a Proposer's prior contract relationships, contact references provided by Proposer, and explore and consider prior public statements or actions by a Proposer or any of its key personnel that may be relevant to the performance of the tasks in the RFP or the ability of the Proposer to perform such tasks. Further, Central Health reserves the right to evaluate Proposers' information technology security throughout the solicitation and contracting process. Failure to meet any security requirement may be grounds for immediate disqualification.

H. Request Change in Proposer Representatives

Central Health reserves the right to require a change in the representatives that Proposer submits with the Proposal, if the assigned representatives are not, in the opinion of Central Health, able to adequately meet Central Health's needs.

I. Assert Ownership of Proposals

All documents submitted in response to this Request for Proposals will become the property of Central Health.

V. PROPOSAL FORMAT AND ORGANIZATION

This section of the RFP describes the format and organization of the Proposer's Proposal. **Failure to conform to the requirements contained herein may result in disqualification of the Proposal.**

A. Proposal Format

All Proposals, electronic or printed, must delineate each section. The page limit should be **no more than forty (40) pages (20 front/back if printed) not including tabs and required forms (see item B. below), or as further instructed in this RFP.** If submitting a printed Proposal, the Proposal must be in a binder with tabs delineating each section.

B. Proposal Organization

The Proposal must be organized and indexed in the following format and must contain, as a minimum, all items that are listed as required in the sequence indicated.

1. Letter of Transmittal – Required

- Identify the submitting organization;
- Identify the name, title, e-mail address and telephone number of the person authorized to contractually obligate the organization or individual proposing;
- Identify the name, title, e-mail address, and telephone number of the person authorized to negotiate a Contract on behalf of the organization;

- Identify the names, titles, e-mail addresses, and telephone numbers of persons to be contacted for Proposal clarification;
 - **Explicitly indicate acceptance of Sections II through IV of this RFP;**
 - Be signed by the person authorized to contractually obligate the organization; and
 - Acknowledge receipt of all, if any, addenda to this RFP.
2. Table of Contents - Optional
 3. Proposal Summary - Optional
 4. Response to Narrative Prompts - **Required**
 5. Completed and Signed Acknowledgement of Receipt Form - **Required**
 6. Completed Historically Underutilized Business (HUB) Form - **Required**
 7. Completed and Signed Conflict of Interest Questionnaire (CIQ) – **Required upon selection**
 8. Completed and Signed Certificate of Secretary – **Required if Proposer is a corporation**
 9. Completed Insurance Coverage Form - **Required**
 10. Other (optional) supporting material (may be included)

The forms listed behind the numbers 5, 6, 8 and 9 must be thoroughly completed, executed and witnessed, if and as required, and included in the appropriate section of the Proposal. Proposals must include all Attachments and Exhibits in order to be considered Responsive.

Any Proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

VI. PROPOSAL CONTENT REQUIREMENTS

Proposers shall respond in the form of a detailed narrative to each of the narrative prompts contained in Item A below and based on information provided in in Exhibit A: Scope of Work and Exhibit B: Price/Cost. The narratives, along with supporting materials, will be evaluated and awarded points accordingly.

Failure to respond to the following mandatory narrative prompts will result in disqualification of the Proposal as non-responsive.

A. Narrative Prompts/Evaluation Criteria

| Item | EVALUATION CRITERIA | Weight (%) |
|------|--|------------|
| 1. | Functional Capabilities & System Fit | 30 |
| 2. | Reporting, Analytics & Compliance Support | 25 |
| 3. | Implementation Approach & Integration Capability | 20 |
| 4. | User Experience & Adoption | 15 |
| | Total | 100% |
| 5. | Demo/Interview | 20 |

****Please ensure all responses are documented within the System Questions tab of the provided template.**

1. Functional Capabilities & System Fit: Please complete the Questions tab and lines 3-17 of the Response Template.

The proposer's ability to meet Central Health's functional requirements for a Learning Management System, including compliance training, certification tracking, automated learning assignments, and support for instructor-led and eLearning content. The proposer also should be able to demonstrate scalability to include Workforce Agility modules such as Management & Career Pathways, Performance & Engagement, and Succession Planning.

Evaluation will include:

- Alignment with required and desired features outlined in the Scope of Work
 - Section 3 User Features
- Flexibility and configurability of workflows
 - Custom/Automated Clinical Assignments
 - Custom/Automated Non-Clinical Assignments
- Ability to support complex organizational structures and role-based assignments
 - Detect and assign hierarchy automatically based on HRIS
- Ease of administration and reduction of manual processes
 - How easy it is to assign and mark training
 - How easy is it to design and deploy complex assignments
 - Specific Job titles, Location, patients, multiple trainings, training exceptions
- Scalability to support future growth and expanded use cases
 - Can it support more team members and new projects
 - Options for workforce agility modules such as management & career pathways, performance & engagement, and succession planning

2. Reporting, Analytics & Compliance Support: Please complete the Questions tab and lines 18-30 of the Response Template.

The proposer's ability to provide robust reporting and analytics capabilities that support regulatory compliance, audit readiness, and operational decision-making.

Evaluation will include:

- Standard and custom reporting capabilities
 - Are the standard templates useful out of the box?
 - Can we create the custom reports that you need?
- Dashboard functionality for administrators and leadership
 - Dashboards should include useful information
 - Customizable would be ideal then you can make it useful
- Audit-ready reporting (e.g., certifications, completions, expirations)
 - Can we quickly pull information we need for audits
 - How many steps to get what we need?
 - Is the information clear
 - What do we need to make a clear report
- Data accuracy, real-time or near real-time reporting
 - We currently get an HRIS update twice a day
 - ADP could only push once a day
- Ease of report creation and distribution
 - Can we automate reports to different people?

3. Implementation Approach & Integration Capability: Please complete the Questions tab and lines 31-46 of the Response Template.

The proposer's methodology for implementation and ability to integrate with Central Health's existing systems.

Evaluation will include:

- Implementation timeline and project plan
- Data migration strategy and validation approach
- Integration capabilities (e.g., HRIS, SSO, APIs)
- Vendor's experience with similar implementations in healthcare or regulated environments
- Risk mitigation and change management approach
- Options to scale to have a more robust Workforce Agility Platform

4. User Experience & Adoption: Please complete the Questions tab and lines 47-59 of the Response Template.

The proposer's ability to deliver an intuitive, accessible, and engaging user experience for both learners and administrators.

Evaluation will include:

- Ease of navigation and usability
- Mobile accessibility and responsiveness
- Accessibility compliance (WCAG)
- Learner engagement features
- Administrative user experience and efficiency

- Ease of additional modules that support Workforce Agility

5. Client Support & Implementation Strategy: Please complete the Questions tab and lines 60-70 of the Response Template.

Pricing & Total Cost of Ownership: The proposer's pricing structure and overall value, including implementation, licensing, and ongoing support costs.

Evaluation will include:

- Transparency and clarity of pricing
- Total cost over contract term (including hidden costs)
- Cost relative to functionality and value provided
- Flexibility in pricing model

B. Evaluation Process

1. Proposals will be reviewed for compliance with the above criteria for this solicitation. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Authority may contact the Proposer for clarification of the Proposal as specified in above.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Proposal Evaluation.
4. Responsive Proposals will be evaluated using the criteria set forth in the table above. The Responsive and Responsible Proposers with the highest scores may be selected as short-listed Finalists. Said short-listed Finalists may be invited to present their Proposals to the Evaluation
5. Committee. Points awarded from the interviews, if any, will be added to Proposer's overall score.
6. The Proposer whose Proposal is most advantageous to Central Health, taking into consideration the stated EVALUATION CRITERIA, may be recommended for Contract award as specified in above. Proposers who are asked or chosen to submit a revised Proposal for the purpose of obtaining Best and Final Offers may have their points recalculated accordingly. Please note however, that a serious deficiency in the initial Proposal may be grounds for rejection regardless of overall score.
7. Proposers or potential contracted vendors will respond to all requests by the Central Health Purchasing Office within the deadline timeframe provided in the request. Proposers or potential contracted vendors may propose an alternative deadline to the Procurement Authority, but the decision whether or not to extend any deadline is solely within the discretion of Central Health. Failure to respond by the given deadline may result in proposer being deemed non-responsive.

SCOPE OF WORK
RFP 2606-002
Learning Management System & future Workforce Agility Platform

1) Background:

Central Health is the local public entity responsible for providing access to high-quality health care for individuals who are low income or underinsured in Travis County, Texas. Through a network of community partners, Central Health works to eliminate health disparities and advance its vision of Travis County as a model healthy community.

Central Health employs approximately 2,400 team members across a wide range of clinical, administrative, and community-based roles. As a public entity, Central Health is committed to operating a Learning Management System (LMS) that is equitable, transparent, fiscally responsible, and compliant with all applicable public-sector standards.

In accordance with organizational procurement policies and funding requirements, Central Health is conducting a formal competitive solicitation for its Learning Management System (LMS) solution. The current system has been extended through prior contract terms, and this represents an opportunity to evaluate available solutions in the market. Additionally, Central Health is looking for one vendor, starting with an LMS but with the future option to add modules such as Management & Career Pathways, Performance & Engagement, and Succession Planning.

2) Purpose:

Central Health is soliciting proposals from qualified vendors to provide a Learning Management System that:

- Streamlines compliance training and certification tracking
- Improves reporting and audit readiness
- Enhances user experience for learners and administrators
- Reduces manual administrative work through automation
- Integrates with existing HR and IT systems
- Include options to add modules to scale to support Workforce Agility

A successful implementation will result in improved learner experience, compliance rates, reduced administrative burden, and increased visibility into workforce training and performance.

3) Specifications/Scope of Work:

Performance Indicators

- System uptime of $\geq 99.9\%$
- Report generation time under 30 seconds for standard reports
- Data synchronization with HRIS within defined intervals (e.g., daily)

User Features

- Required
 - Role-based training assignments
 - Certification and license tracking with expiration alerts

- Automated and customizable training workflows and learning paths
- Customizable reporting and dashboards (admin and manager level)
- Support for eLearning standards (SCORM, xAPI)
- Instructor-led training (ILT) and virtual session support
- Audit-ready reporting capabilities
- Single Sign-On (SSO) integration
- Checklist style modality
- Additional modules that support workforce agility such as skills management and career pathways, performance & engagement, and succession planning
- Desired
 - Built-in content authoring tools
 - Advanced analytics and predictive insights
 - Social or collaborative learning features
 - Mobile app or enhanced mobile experience

Capabilities

- Cloud-based SaaS solution
- Secure data storage and transmission
- Role-based access controls
- Configurable workflows
- Multi-location support
- Accessibility compliance (WCAG 2.1 or higher)

Requirements

- Must provide healthcare content or compliance vendor extensions
- Must integrate with existing HRIS for reporting and direct report management
- Must support healthcare compliance and accreditation requirements
- Must meet applicable data security and privacy standards (e.g., HIPAA, SOC 2)
- Must support automated and customizable role-based security access
- Vendor staff must be qualified and experienced in LMS implementation within healthcare or similar regulated industries

4) Period of Performance:

- Project start: TBD upon contract award, expected contract start time is Q3 of 2026.
- Implementation period: Approximately 90–120 days
- Ongoing support: Annual subscription with renewal options

5) Applicable Standards:

- HIPAA compliance
- SOC 2 Type II certification
- Accessibility standards (WCAG 2.1)
- eLearning standards (SCORM, xAPI)
- Industry best practices for data security and system uptime

6) Deliverables:

The vendor will provide the following deliverables:

- Implementation project plan and timeline inclusive of UAT plan
- Configured LMS system ready for use
- Completed data migration with validation reports
- Integration Documentation: Vendor must clearly document integration method, sync frequency, data latency, known UKG Ready limitations, and fallback procedures in the event of integration failure.
- Training materials and user guides
- Standard and custom reports configured
- Detailed document of support and post-launch stabilization including named support tiers with documented response and resolution time SLAs by issue severity, and dedicated Customer Success Manager (CSM) assignment and availability

Acceptance Criteria

- System meets defined functional requirements
- Data migration is accurate and complete
- Integrations function as expected
- Users can successfully access and complete training
- Reporting meets compliance and audit needs

Exhibit C
Acknowledgment of Receipt Form

In acknowledgment of receipt of this Request for Qualifications, the undersigned agrees that he/she has received a complete copy, beginning with the title page and Table of Contents and Exhibits.

The acknowledgment of receipt should be signed, returned, and included with the Respondent's

submittal. Complete (Legal) Name of Proposer: _____

Proposer Tax Identification Number: _____

Business Address: _____

Telephone Number: _____

Type of Organization: Individual ☐ Partnership ☐ Corporation ☐ Association ☐

☐ Other (please describe) _____

If incorporated, state of incorporation: _____

Date organization was formed (month/year): _____

The number of years providing services/systems similar to those requested in this Solicitation: _____

Description of Proposer's organization, locations, and number of staff (including subcontractors as applicable) that will provide services/support outlined in this Solicitation):

Please certify the following by placing an "X" in the appropriate column:

| Certification | Yes | No |
|---|-----|----|
| Is Proposer/Respondent currently in the process of filing for bankruptcy? | | |
| Has Proposer/Respondent filed for bankruptcy within the past five (5) years? | | |
| Is the Proposer/Responder delinquent on any taxes owed to Travis County? | | |
| Do you certify that the Proposer/Responder is not currently under suspension or debarment by any governmental entity (City of Austin/state/federal government)? | | |
| Do you acknowledge that if the Proposer/Responder is currently under suspension or debarment, its submittal may not be considered? | | |

Acknowledged Addenda _____ of _____

Exhibit C
Acknowledgment of Receipt Form

Individual authorized to bind Proposer/Respondent to contract:

Name/Title: _____

Telephone: _____ E-mail: _____

Point of contact information for this Solicitation (if different from authorized individual):

Name/Title: _____

Telephone: _____ E-mail: _____

Contract Terms and Conditions

The contract terms and conditions identified in the Exhibit G, the Contract Template of this Solicitation, will form the contract resulting from this Solicitation, and the Proposer /Respondent's submission will be incorporated into the contract. Please identify whether there are any requested exceptions or deviations.

- ☐ I do not request any exceptions or deviations to the stated contract terms.
- ☐ I request the following exceptions or deviations to the stated contract terms.

Litigation History:

Description of litigation to which the firm has been a party in the most recent five-year period. Please include the following details:

- 1) Name of case
- 2) Date filed
- 3) Court in which filed
- 4) Judgment or result

(Continued on Next page)

Exhibit C
Acknowledgment of Receipt Form

Important: The Proposer/Respondent must respond to all questions. The Proposer/Respondent may attach additional documents to the questionnaire to provide additional details.

Authorized Respondent Signature

Date

Printed Name

Title

ATTACHMENT D
Business Development Form

The Travis County Healthcare District's policy is to include Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Veteran Owned Small Business (VOSB) in its procurement process and to provide equal opportunities for Minority, Women, & Veteran owned businesses to participation in the provision of supplies, services, equipment and construction projects required by the District. As such, the District seeks to ensure that a "good faith effort" is made to assist certified HUB vendors and contractors in its award of contracts and subcontracts.

To be considered as a "Certified Contractor/Vendor", the contractor/vendor must have been certified by and hold a current and valid certification from any of the following certifying agencies recognized by the District: the Texas Building and Procurement Commission (State of Texas); City of Austin; the Texas Unified Certification Program (TUCP), which includes six (6) certifying agencies; and San Antonio; South Central Texas Regional Certification Agency (SCTRCA).

Suggested directories to assist proposers in identifying potential Minority, Women, & Veteran owned businesses to meet the District's "good faith effort" requirement include: **State:** <https://comptroller.texas.gov/purchasing/vendor/hub/>
City: <https://www.austintexas.gov/department/small-and-minority-business-resources-0>
TUCP: <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/additional-details-on-dbe-interim-final-ruling.html>
SCTRCA: <https://sctrca.org/>

Proposer Declaration

Is your company certified as an MBE/WBE/VOSB source? ☐ Yes ☐ No. If yes,

1. **Attach your certification to this form and return it in the proposal;**

2. Identify the certification agency by checking all that apply;

☐ State of Texas Comptroller HUB Program

☐ City of Austin; ☐ SCTRCA; or TUCP

☐ _____: Use this space to state the certifying agency, if not listed

3. Identify Certified Status (Gender & Ethnicity): _____

*****Please complete page 2 - Disclosure of Certified Subcontractors*****

Estimated percentage of the bid (proposal) that is to be subcontracted with Certified sources: _____%

ATTACHMENT D
Business Development Form

Disclosure of Subcontractors

| | | | |
|---|---|---|---|
| Sub Company Name: | | EIN/VID #: | |
| Address: | City: | State: | Zip Code: |
| Contact: | Phone No.: | Fax No.: | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | |
| Is the company certified? <input type="checkbox"/> Yes <input type="checkbox"/> No | Indicate Certification: | | |
| Certifying Agency (Check all applicable). If another Agency, list below: _____ | State of Texas https://comptroller.texas.gov/purchasing/vendor/hub/ (HUB) <input type="checkbox"/> | City of Austin https://www.austintexas.gov/department/certification-division (M/WBE) <input type="checkbox"/> | South Central Texas Regional Certification Agency https://sctrca.org/ <input type="checkbox"/> |

| | | | |
|---|---|---|---|
| Sub Company Name: | | EIN/VID #: | |
| Address: | City: | State: | Zip Code: |
| Contact: | Phone No.: | Fax No.: | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | |
| Is the company certified? <input type="checkbox"/> Yes <input type="checkbox"/> No | Indicate Certification: | | |
| Certifying Agency (Check all applicable). If another Agency, list below: _____ | State of Texas https://comptroller.texas.gov/purchasing/vendor/hub/ (HUB) <input type="checkbox"/> | City of Austin https://www.austintexas.gov/department/certification-division (M/WBE) <input type="checkbox"/> | South Central Texas Regional Certification Agency https://sctrca.org/ <input type="checkbox"/> |

| | | | |
|---|---|---|---|
| Sub Company Name: | | EIN/VID #: | |
| Address: | City: | State: | Zip Code: |
| Contact: | Phone No.: | Fax No.: | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | |
| Is the company certified? <input type="checkbox"/> Yes <input type="checkbox"/> No | Indicate Certification: | | |
| Certifying Agency (Check all applicable). If another Agency, list below: _____ | State of Texas https://comptroller.texas.gov/purchasing/vendor/hub/ (HUB) <input type="checkbox"/> | City of Austin https://www.austintexas.gov/department/certification-division (M/WBE) <input type="checkbox"/> | South Central Texas Regional Certification Agency https://sctrca.org/ <input type="checkbox"/> |

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit F
CERTIFICATE OF SECRETARY

CERTIFICATE OF SECRETARY
(Required for bidders which are corporations)

I CERTIFY that:

I am the duly qualified and acting Secretary of _____ ,
[Name of Corporation]

a duly organized and existing corporation of the State of _____ .
[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Managers of such corporation in a meeting legally held on the _____ day of _____ , 20 ____ , and entered in the minutes of such meeting in the minute book of the Corporation.

RESOLVED, that this corporation enter and that _____ , the
[Insert Name of Person Executing Bid Form]
_____ of this corporation, is authorized and directed to execute on behalf of and
[Position with Corporation]

as the act of this corporation the Bid Form for the Travis County Healthcare District dba Central Health
Description: _____ , Project # _____ , together with
all associated documents and, should this corporation be the successful bidder for that project, to execute on behalf of
and as the act of the corporation all necessary documents to effect a written contract between this corporation and Travis
County Healthcare District dba Central Health for the Construction of the Travis County Healthcare District dba Central
Health.

[Insert Name and Number of Project]

The Secretary is directed to attach a copy of the Bidding Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date _____

Secretary _____

President _____

**AGREEMENT FOR ____ BY AND BETWEEN TRAVIS COUNTY
HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH AND ____**

This Agreement for ____ (“Agreement”) is entered into by and between the Travis County Healthcare District d/b/a Central Health, a hospital district created under Chapter 281 of the Texas Health and Safety Code, (“Central Health”), and ____, a [corporation/partnership/etc] (“Consultant”) (each a “Party” and collectively the “Parties”), effective as of ____, 20__ (the “Effective Date”).

WHEREAS, Central Health desires to obtain consultants to provide ____ services for Central Health[, CommUnityCare, Sendero Health Plans, Community Care Collaborative (the “Central Health Enterprise”)]; and

WHEREAS, Central Health issued a Request for Proposal (RFP) ____ on ____ (the “RFP”), which sought qualified entities to perform the aforementioned services; and

WHEREAS, Central Health received and evaluated the proposals submitted in response to the RFP and selected Consultant as the most qualified entity, providing the best value to Central Health; and

WHEREAS, Consultant has the desire, ability, experience, and knowledge to provide the desired services; and

WHEREAS, Consultant is willing to perform these services on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, Central Health and Consultant agree as follows:

I. PERFORMANCE OF SERVICES

- 1.1 Services.** Consultant will provide ____ (“Services”) identified in the Scope of Services, attached hereto as Attachment A.
- 1.2 Additional Costs and Services.** The Parties acknowledge that the scope of Services is based on information, assumptions, and beliefs that the Parties have as of the Effective Date. Given that the Services may be contingent on circumstances that neither Party can control or foresee, the scope of Services that Consultant is required to provide may change. The Parties acknowledge this situation and agree that, as soon as either recognizes that a development is likely to result in a change to the Scope of Services, it will so inform the other Party so that Parties can discuss the situation and determine what, if any, adjustments to the Agreement are required as a result of the development. No change in compensation or any other provision of this Agreement is effective unless and until this Agreement is amended pursuant to Section 17.1 of this Agreement.
- 1.3 Cooperation and Coordination.** Consultant will cooperate and coordinate with Central Health staff in the performance of the Services. Consultant will meet on an as-needed basis with Central Health staff to discuss the progress and goals of the services and, when requested, will make reports to the Central Health Board of Managers on the same.
- 1.4 Standard of Care.** Consultant will provide Central Health with high quality and cost-effective Services meeting a standard that a reasonably prudent and consultant would provide in similar circumstances performing the same services in Travis County, Texas.
- 1.5 Licenses and Equipment.** Consultant warrants that it will possess and maintain during the duration

of the Agreement all permits, licenses and professional credentials necessary to perform the Services. Consultant must also own and provide the appropriate equipment necessary to provide the Services.

II. TERM OF AGREEMENT

- 2.1 **Initial Term.** This Agreement is for a period of time, beginning on ___, 20___, and ending on ___, 20___ (the “Initial Term”). Consultant will not be compensated until the Agreement has been executed by both Parties.
- 2.2 **Renewal Term.** Central Health may unilaterally extend this Agreement for up to ___ (___) additional ___ (___) [month/year] period(s) (each a “Renewal Term”). All provisions of this Agreement will remain unchanged and in full force and effect during the Renewal Term, unless otherwise amended by the Parties pursuant to the terms of the Agreement.
- 2.3 **Agreement Extension.** Upon expiration of the Initial or any Renewal Term, Consultant agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to negotiate or award a new contract.

III. COMPENSATION

- 3.1 **Compensation.** For and in consideration of the satisfactory performance of the Services referred to in Section 1 and Attachment A of this Agreement, Central Health will pay Consultant a total of ___ dollars (\$___) during the Initial Term (the “Not to Exceed Amount”) and any Renewal Term. The Parties agree that this Not to Exceed Amount is inclusive of all administrative and travel expenses incurred to perform the Services and further agree that this amount is not a guaranteed minimum.
- 3.2 **Administrative and Travel Expenses.** With Central Health’s prior written approval, Consultant may bill Central Health for those administrative and travel expenses that are beyond the reasonable and ordinary expenses Consultant incurs in connection with the performance of Services under the Agreement. For avoidance of doubt, the phrase “expenses that are beyond reasonable and ordinary expenses” means expenses the Consultant incurs due to abnormal circumstances. An example of an abnormal circumstance would be a circumstance that required Consultant to travel outside of the Austin, Texas metropolitan area at the express direction of Central Health to perform the Services under this Agreement.
- 3.3 **Satisfactory Completion of Services.** Central Health will not pay Consultant for any Services that are not satisfactorily completed or for any additional fees or costs, not including those to which Central Health has given its express, written approval.
- 3.4 **Payment Method.** Subject to Section 3.1 above, Central Health will make payment to Consultant by electronic payment upon submission of an invoice that meets the requirements of Section 3.5 below. Invoices must be submitted to: finance@centralhealth.net.
- 3.5 **Invoice.** Consultant will submit invoices to Central Health within thirty (30) days of the end of the month in which the Services encompassed by the invoice were rendered. Failure to submit the invoice timely will result in a delay of payment. At a minimum, invoices will include: (i) name, address, and telephone number of Consultant and similar information if payment is to be made to a different address; (ii) Central Health contract or purchase order number, as applicable, (iii) identification of Service(s) performed; (iv) the number of hours each Service took to complete or

perform; and (v) any additional payment information, including expense information, which may be called for by the Agreement. Central Health shall pay all invoices within thirty (30) days following receipt in accordance with the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

- 3.6 **W-9 Taxpayer Identification Form.** Consultant will provide Central Health with an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, which is completed in compliance with the Internal Revenue Code and its rules and regulations. Consultant acknowledges that this W-9 Form must be provided to Central Health before any funds are payable under this Agreement. If there are any changes in the W-9 form during the term of the Agreement, Consultant will provide Central Health with a new and correct W-9 form before the next payment is due.
- 3.7 **Overpayment.** Consultant will refund to Central Health any money that has been paid to Consultant by Central Health, which Central Health determines has resulted in an overpayment to Consultant. This refund will be made by Consultant within thirty (30) days of the date that the refund is requested by Central Health. If Consultant fails to refund any money owed to Central Health within thirty (30) days of Central Health's request for same, Central Health may deduct the amount owed to it from the next payment payable to Consultant.
- 3.8 **Delinquent Property Taxes.** Notwithstanding anything to the contrary contained herein, if Consultant is delinquent in the payment of Travis County property taxes at the time of invoicing, Consultant agrees to assign any payments to be made by Central Health for Services provided hereunder to the Travis County Tax Assessor-Collector.
- 3.9 **Sales Tax.** In recognition of the fact that Central Health is a political subdivision of the State of Texas, all payments due hereunder will exclude any sales or excise taxes imposed by any federal, state, or local government. Central Health agrees to provide Consultant with sales and use tax exemption certificates or other documentation necessary to support sales or use tax exemptions, upon request.

IV. TERMINATION

- 4.1 **Termination for Default.** If either Party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting Party will have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice.
- 4.2 **Termination for Convenience.** In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, Central Health may terminate the Agreement without cause and penalty, by giving the Consultant at least thirty (30) days written notice.
- 4.3 **Termination for Gratuities.** Central Health may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Consultant or any agent or representative of the Consultant to any Central Health official or employee with a view toward securing this Agreement. If this Agreement is terminated by Central Health pursuant to this provision, Central Health will be entitled, in addition to any other rights and remedies, to recover from the Consultant at least three times the cost incurred by Consultant in providing the gratuities.

- 4.4 **Funding Out.** If Central Health fails to provide funding for this Agreement, Central Health may terminate this Agreement without penalties by giving Consultant written notice that this Agreement is terminated due to the failure to fund it.

V. INDEPENDENT CONTRACTOR

- 5.1 **Independent Contractor.** This Agreement does not create and will not be construed as creating an employer/employee relationship, a partnership, or a joint venture between Central Health and Consultant. Consultant's Services are, and will remain throughout the term of this Agreement, those of an independent contractor. Consultant further acknowledges that neither Consultant nor any employee of Consultant will be considered an employee of Central Health or gain any rights against Central Health pursuant to Central Health's personnel or workplace policies.
- 5.2 **Consultant Employees, Insurance, and Taxes.** Consultant assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor, including the responsibility for the compensation of employees, the withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by Consultant. Consultant acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind, will be withheld or paid by Central Health on behalf of Consultant or its employees. Payment of all income tax is the responsibility of Consultant.

VI. DISPUTES AND APPEALS

- 6.1 **Definition of Dispute.** "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of the Agreement.
- 6.2 **Notice of a Dispute.** When a Dispute arises under this Agreement, the disputing Party shall give the other Party written notice of the Dispute that shall contain a brief statement of the nature of the Dispute.
- 6.3 **Negotiation.** In the event of a Dispute between the Parties, the Parties will promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. If the Parties are unable to resolve the Dispute within thirty (30) days of the date on which the disputing Party sent written notice of the Dispute, the Parties may submit to mediation as set forth herein.
- 6.4 **Mediation.** If the Parties are unable to resolve the Dispute within sixty (60) days after commencing negotiation, the Parties may submit that Dispute to mediation. The Parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

VII. CONSULTANT'S CERTIFICATIONS & WARRANTIES

- 7.1 **Certification.** Consultant certifies that Consultant is a duly qualified, capable, and licensed business entity or individual; Consultant has the skills necessary to provide the specialized Services set forth in this Agreement; Consultant is not in receivership and does not contemplate it; and, Consultant has not filed for bankruptcy and does not contemplate it. Further Consultant certifies

that it is not currently delinquent with respect to payment of property taxes within Travis County, Texas.

7.2 Debarment, Suspension, and Other Responsibility Matters. Consultant, by signing this Agreement, hereby certifies that, to the best of its knowledge and belief, it:

- 7.2.1** is not listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts;
- 7.2.2** is not presently debarred suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 7.2.3** has not within a three-year period preceding this Agreement been convicted of—or had a civil judgment rendered against it for—commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 7.2.4** is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 7.2.3; and
- 7.2.5** has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Consultant is unable to certify to any of the statements in this Section, Consultant shall provide an explanation of such inability prior to the Effective Date of this Agreement for Central Health's consideration and evaluation, with the understanding that such may result in termination of this Agreement by Central Health. The certifications contained in this Section are material representations of fact upon which reliance were placed at Agreement execution. If Central Health later discovers that Consultant knowingly made a false certification, then, in addition to other remedies available to Central Health, Central Health may terminate this Agreement.

7.3 Non-Solicitation. Consultant warrants that neither Consultant nor any of its directors, officers, or employees has:

- 7.3.1** employed or retained any person to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Consultant to secure business;
- 7.3.2** agreed, as an express or implied condition to obtaining this Agreement, to employ or retain the services of any firm or person; or
- 7.3.3** paid or agreed to pay any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Services provided under this Agreement.

For breach or violation of the above-stated warranty, Central Health shall have the right to terminate

this Agreement without liability or, in its discretion and as applicable, to add to or deduct from the Agreement price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.4 Intellectual Property. Consultant warrants that all applicable copyrights, patents, and other forms of intellectual property rights that may exist or be incorporated on materials used in this Agreement have been adhered to; Central Health will not be liable for any infringement of those rights; and any rights not granted to Central Health hereunder will apply for the duration of the Agreement.

7.5 Comptroller's List and Boycott Verification. Consultant warrants that:

7.5.1 it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code, and that its name is not included on the list maintained by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization; and

7.5.2 if it has ten (10) or more full-time employees and, at any point during the term of the Agreement, Consultant has received one hundred thousand dollars (\$100,000) or more for the Services or goods provided under this Agreement, Consultant will verify that it does not:

- i.** boycott Israel, as defined by Texas Government Code Chapter 2271, and will not boycott Israel during the Agreement Term and for so long as Texas Government Code Chapter 2271 is in effect;
- ii.** boycott energy companies, as defined in Texas Government Code Chapter 2276, and will not boycott energy companies during the Agreement Term; or
- iii.** have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code Chapter 2274, and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.

VIII. EXPRESS ACKNOWLEDGEMENTS

8.1 No Third-Party Beneficiary. The Parties acknowledge and agree that no provision of this Agreement is intended to benefit any person or entity not a Party to this Agreement, nor will any person or entity that is not a Party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.

8.2 Non-Exclusivity. The Parties acknowledge and agree that this is not an exclusive agreement and that Central Health is free to retain any other contractor(s) in addition to or in lieu of Consultant.

IX. ACCESS AND AUDIT; RECORDS

9.1 Access and Audit. During the term of this Agreement and for a period of four (4) years following termination of this Agreement or the expiration of any ongoing audit or Dispute, whichever occurs later, Central Health maintains the right to access, inspect, and audit any of the Consultant's books, documents, or records that relate to Consultant's receipt of payments hereunder. Central Health may conduct its inspection or audit through its own employees, agents, or representatives or through independent external auditors selected by Central Health upon at least seventy-two (72) hours' notice to the Consultant. Any inspection or audit will be conducted at Central Health's expense, on Consultant's property, and during regular business hours. Consultant agrees to provide

Central Health, its authorized employees, agents, or representatives with adequate and appropriate workspace to review these books, documents, and records, and further agrees that any materials which Central Health requests a copy of will be made available to Central Health.

9.2 Records Maintenance. Consultant will maintain all information and data created, sent, or received under this Agreement in accordance with all applicable laws and regulations, including state records retention requirements. To the extent that Consultant receives, or comes into contact with, information that Central Health or its affiliated entities may consider confidential, Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Central Health employees, agents, or representatives, or, when authorized to do so, in the course of performing Services under the Agreement. Consultant agrees that all data maintained, created, transmitted, or received under this Agreement will only be (i) accessed by authorized personnel, (ii) from within the United States, (iii) in accordance with all applicable laws and regulations of the United States and Texas; and (iv) in the course of performing the services under this Agreement. Consultant further agrees that all such data, information, and records will be maintained, created, transmitted, and received solely within the contiguous forty-eight (48) United States.

9.3 Public Information Act. Notwithstanding Section 9.2, Consultant understands that Central Health is subject to the provisions of the Texas Public Information Act ("PIA"), Chapter 552 of the Texas Government Code, and all legal authorities relating to the Act, including decisions and letter rulings issued by the Texas Attorney General's Office. If Central Health receives a request for disclosure of any information related to the Services provided under this Agreement, including any procurement documents, or for information provided to Central Health under this Agreement that constitutes a record under the PIA, Central Health will utilize its best efforts to comply with the PIA. Consultant authorizes Central Health to submit any information provided under the Agreement or otherwise requested to be disclosed, including information that the Consultant has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. It is the Consultant's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. Consultant waives any claim against and releases from liability Central Health, its directors, officers, employees, agents, and representatives with respect to disclosure of information provided under this Agreement or otherwise created, assembled, maintained, or held by the Consultant, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This Section will survive the termination of this Agreement.

X. INDEMNIFICATION, CLAIMS NOTIFICATION, AND INSURANCE

10.1 INDEMNIFICATION. IN THE PERFORMANCE OF THIS AGREEMENT, CONSULTANT AGREES TO AND WILL INDEMNIFY AND HOLD CENTRAL HEALTH, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, THAT ARISE IN WHOLE OR IN PART FROM ANY ACT OR OMISSION BY CONSULTANT OR ANY OF ITS OFFICERS, EMPLOYEES, OR SUBCONTRACTORS. CONSULTANT ALSO AGREES TO INDEMNIFY CENTRAL HEALTH, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, AND LIABILITIES OF EVERY KIND, INCLUDING COURT COSTS AND ATTORNEY'S

FEES, FOR DAMAGES TO ANY PERSON, ENTITY, OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED BY CONSULTANT IN THE PERFORMANCE OF THIS AGREEMENT. THE FOREGOING INDEMNIFICATION OBLIGATIONS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND WILL BE LEGALLY BINDING UPON CONSULTANT, EVEN IF THE CLAIM, CAUSE OF ACTION, DAMAGE, LOSS, OR LIABILITY RESULTS FROM THE JOINT NEGLIGENCE OF CONSULTANT AND ANY OTHER THIRD PARTY.

- 10.2 Claims Notification.** If Consultant receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, that are made or brought by any person or entity against Consultant and such claim is related to the Services and may affect Consultant's ability to perform the Services in a timely manner, Consultant will give written notice to Central Health of: (a) the claim or other action within ten (10) working days after being notified of it; (b) the name and address of the person or other entity that made a claim, or that instituted any type of action or proceeding; (c) the alleged basis of the claim, action or proceeding; (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and (e) the name or names of any person against whom this claim is being made. This written notice will be given in the manner provided in Section 13 of this Agreement. Except as otherwise directed, Consultant will furnish to Central Health copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.
- 10.3 Insurance.** Consultant shall have, and shall require all subcontractors of every tier providing Services under this Agreement to have, insurance meeting the requirements set forth in Attachment D and sufficient to cover the needs of Consultant and/or Subcontractor pursuant to applicable generally accepted business standards.

XI. INTERPRETATIONAL GUIDELINES

- 11.1 Headings.** Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that provision or subsection and will not be used in construing this Agreement.
- 11.2 Computation of Time.** Whenever an obligation must be performed within a specific period of time under this Agreement, the Parties agree that the time period will exclude the first day of the period and will include the last day of the same period. The Parties further agree that, if the last day of any period falls on a Saturday, Sunday, or a day that Central Health has declared a holiday for its employees, the last day of the period in which an obligation must be performed is the next business day that is not a Central Health holiday.
- 11.3 Gender and Number.** Words of any gender in this Agreement will be construed to include any other gender, and words in either singular or plural form will be construed to include the other unless the context in the Agreement clearly requires otherwise.
- 11.4 Conflicts Among Documents – Order of Priority.** The Parties understand and agree that if there is any conflict between the provisions in this Agreement and any provision in the RFP or Proposal, the documents will prevail in the order set forth below:
- i.** Business Associate Agreement (Attachment E).
 - ii.** This Agreement, including any attachments other than those set out in the order below.

- iii. The RFP including all attachments, clarifications, and questions/answers, plus any specific deviations to the RFP submitted in Consultant's Proposal that were expressly accepted by Central Health (Attachment F).
- iv. Consultant's Proposal (Attachment G).

XII. ENTIRE AGREEMENT, COUNTERPARTS, SEVERABILITY, AND SURVIVAL

- 12.1 Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement as if set forth verbatim herein and constitute promised performances by the Parties in accordance with all terms of the Agreement.
- i. Attachment A – Scope of Services
 - ii. Attachment B – Conflict of Interest Questionnaire
 - iii. Attachment C – Form 1295, Certificate of Interested Parties
 - iv. Attachment D – Insurance
 - v. Attachment E – Business Associate Agreement
 - vi. Attachment F – The RFP
 - vii. Attachment G – Consultant's Proposal
- 12.2 Entire Agreement.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.
- 12.3 Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together will constitute one and the same Agreement.
- 12.4 Severability.** If any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and binding.
- 12.5 Survival.** Any term of this Agreement that logically should survive the termination of the Agreement shall survive and be enforceable by the Parties.

XIII. NOTICES

- 13.1 Notices.** Any notice required or permitted to be given under this Agreement by one Party to the other will be in writing. Notice will be deemed to have been given immediately if delivered in person to the intended Party or sent via email with read receipt requested. Notice will be deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, and addressed to the Party to whom the notice is to be given at the address set forth in this section.

- 13.1.1** The address of Central Health for all purposes under this Agreement is:

Dr. Patrick Lee (or his successor in office)
President and CEO
Travis County Healthcare District
1111 E. Cesar Chavez St.
Austin, Texas 78702
CHpurchasing@centralhealth.net

13.1.2 The address of the Consultant for all purposes under this Agreement is:

13.2 Change of Address. The Parties may change the person or address to which notice will be sent by giving notice of the change to the other Party in compliance with this section.

XIV. ASSIGNMENTS AND SUBCONTRACTS

14.1 Assignment. Central Health may assign any of its obligations under this Agreement. Consultant may assign any of its rights or obligations under this Agreement only with the prior written consent of Central Health. No official, employee, representative, or agent of Central Health has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by Central Health Board of Managers.

14.2 Successors Bound. The terms, provisions, covenants, obligations, and conditions of this Agreement are binding upon and inure to benefit of the successor-in-interest and assigns of the Parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

14.3 Subcontracting. Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from Central Health. To the extent that Consultant submitted subcontracts as part of its proposal to the RFP, those subcontracts are hereby approved. No official, employee, representative, or agent of Central Health has the authority to approve any subcontract under this Agreement unless that specific authority is expressly granted by Central Health Board of Managers. Should Consultant subcontract any of the services required in this Agreement, Consultant expressly understands and acknowledges that in entering into such subcontract(s), Central Health is in no manner liable to any subcontractor(s) of Consultant. In no event shall this provision relieve Consultant of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this Agreement.

14.4 HUB Subcontracting. If a subcontract is approved, Consultant must (i) make a “good faith” effort to take all necessary and reasonable steps to ensure that HUBs (Historically Underutilized Business, as defined in Texas Government Code, Section 2161.001) have a maximum opportunity to be subcontractors under this Agreement and (ii) verify that the proposed subcontractor is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction. Consultant’s failure to make a good faith effort to employ HUBs as subcontractors or to verify that the proposed subcontractor is not debarred, suspended, or ineligible, or excluded from covered transactions constitutes a breach of this Agreement and may result in termination of this Agreement. Additionally, Consultant shall include the requirements of this section and of Section 7.2 (related to debarment, suspension, ineligibility, and voluntary exclusion) without modification in any subcontracts or solicitations for subcontracts.

XV. LAW AND VENUE

- 15.1 Compliance with Federal, State, and Local Laws.** Both Parties will comply with the Constitutions of the United States and Texas and with all applicable federal, state, and local laws, orders, regulations, and rules that govern any promises made, or obligations created, by this Agreement. For example, Consultant will not discriminate against any employee or applicant for employment based on race, religion, color, gender, national origin, age, or handicapped condition.
- 15.2 Law and Venue.** The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

XVI. CONFIDENTIALITY AND PRIVACY

- 16.1 Confidentiality.** In providing Services to Central Health, Consultant may receive confidential and proprietary information. Consultant will preserve the confidentiality of Central Health's information and agrees not to discuss or divulge such information to anyone other than Central Health, its appropriate personnel, designees, or appropriate third parties as required in the course of performing Services under the Agreement. Consultant shall treat all information maintained, created, sent, or received under this Agreement in accordance with all applicable laws and regulations of the United States and Texas. If access to any of the materials in Consultant's possession relating to this Agreement is sought by a third party, or Consultant is requested or compelled to testify as a fact witness in any legal proceeding related to Consultant's work for Central Health, by subpoena or otherwise, or Consultant is made a party to any litigation related to Consultant's work for Central Health, Consultant will promptly notify Central Health of such action, and cooperate with Central Health concerning Consultant's response thereto. At its sole discretion, Central Health may choose to defend Consultant regarding such request or proceeding or may direct Consultant to retain counsel for Consultant's defense for which Central Health shall reimburse Consultant for all reasonable attorney's fees and costs-. In such event, Central Health will compensate Consultant at Consultant's standard billing rates for Consultant's professional fees and expenses for Consultant's staff time involved in responding to such action.
- 16.2 Work Product.** All documents produced by Consultant under this Agreement, including analyses, assessments, projections, reports, plans, drawings, maps, or records, and all data contained therein that are developed, conceived, or prepared by Consultant in connection with the Services (collectively "Work Product"), whether or not accepted or rejected by Central Health, are the property of Central Health.
- 16.2.1** Consultant hereby grants and assigns to Central Health all rights and claims of whatever nature whether now or hereafter arising in and to the Work Product and will cooperate fully with Central Health in any steps Central Health may take to obtain patent, copyright, trademark, or like protections with respect to the Work Product.
- 16.2.2** Central Health will have the exclusive right to use the Work Product for the completion of the Services or otherwise, the Work Product will not be used or published by Consultant or any other person unless expressly authorized by Central Health in writing.
- 16.2.3** Consultant will treat all Work Product as confidential, and, upon termination of this Agreement, Consultant will deliver the original Work Product to Central Health at no cost.
- 16.3 Secure Erasure.** All equipment that may be used by Consultant and that is known to store Central

Health's information will have the capability to securely erase such information prior to the end of the equipment's useful life or the termination or expiration of this Agreement.

- 16.4 Business Associate.** Consultant shall maintain all records and health information it receives from Central Health in accordance with all applicable laws and regulations, including but not limited to the federal Health Information Portability and Accountability Act of 1986, ("HIPAA"), Health Information Technology For Economic and Clinical Health Act ("HITECH"), and its implementing regulations, as amended. A Business Associate Agreement ("BAA") is attached hereto as Attachment E and shall be separately signed by the Parties. Among the obligations a Business Associate has under HIPAA and which Consultant will observe are the following:

- 16.4.1** Consultant shall secure against unauthorized access or use of Central Health's records and information and shall protect the confidentiality of this information at all times.
- 16.4.2** Consultant shall perform periodic backups and archiving of Central Health's records and information. Backups shall be performed according to the schedule provided by Central Health.
- 16.4.3** Consultant shall maintain the integrity and readability of all data provided by Central Health, or which Consultant gains access to under this Agreement, and shall provide for secure storage of all data, whether on-line or archived. Central Health shall have the right to review backup and archival procedures and to request and witness demonstration runs.
- 16.4.4** Consultant shall provide off-site storage of archival and backup data. Archival retrieval shall be available within 48 hours of a request.

Upon termination of this Agreement for any reason, all data will promptly be returned to Central Health in such format and media as Central Health may reasonably request. Upon confirmation by Central Health that the returned data is complete, readable, and in the agreed upon format, Consultant shall certify deletion of Central Health's data from its systems. Consultant shall cooperate with Central Health in transferring data processing servicing to such provider as Central Health may designate upon payment by Central Health of Consultant's direct labor, service, and materials costs. The provisions of the Business Associate Agreements attached to this Agreement shall govern in the event that return of the data is infeasible.

XVII. MISCELLANEOUS

- 17.1 Amendment.** This Agreement may be amended only by an instrument in writing that is signed by both Parties. Amendments to this Agreement will be effective as of the date stipulated therein. Consultant acknowledges that no Central Health officer, agent, employee, or representative has any authority to amend this Agreement unless expressly granted that specific authority by the Central Health Board of Managers.
- 17.2 Conflict of Interest.** Consultant will complete the Conflict-of-Interest Questionnaire ("Questionnaire"), attached to this Agreement as Attachment B, as required by Chapter 176 of the Local Government Code, and submit it together with this signed Agreement. To the extent applicable, Consultant will also complete the Disclosure of Interested Parties Form ("Form 1295"), attached to this Agreement as Attachment C, which pursuant to Section 2252.908 of the Texas Government Code, must be filed with the Texas Ethics Commission no later than thirty (30) days after the execution of this Agreement. Consultant will update this Questionnaire and Form 1295 if any statement on either document becomes incomplete or inaccurate. The updated document(s)

must be submitted to Central Health no later than the seventh (7th) business day after the date on which Consultant becomes aware of an event that makes a statement incomplete or inaccurate.

- 17.3 Force Majeure.** Neither Central Health nor Consultant will be deemed to have breached this Agreement or be held liable for failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, or other circumstances beyond such Party's control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or changes in law or regulation (or change in the interpretation thereof) subsequent to the execution of this Agreement.
- 17.4 Non-Waiver of Default.** No payment, act, or omission by Central Health may constitute or be construed as a waiver of any breach or default of Consultant that then exists or may subsequently exist. All rights of Central Health under this Agreement are specifically reserved, and any payment, act, or omission will not impair or prejudice any remedy available to Central Health under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided for herein, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 17.5 Non-Disparagement.** Consultant shall not, at any time during the Term of this Agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage, defame or induce others to disparage, or defame Central Health, the Central Health Enterprise, or Central Health staff or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations.
- 17.6 Media Inquiries.** All inquiries from the media received by Consultant related to the Services must be referred to Central Health for response. No public comment on the Services may be made without prior approval from Central Health.
- 17.7 Publicity.** Neither Party will use the other Party's name in connection with any publication, promotion, or media inquiries without the other Party's prior express written consent.

IN WITNESS WHEREOF, the Parties duly execute this Agreement to be effective as of the Effective Date.

**TRAVIS COUNTY HEALTHCARE
DISTRICT D/B/A CENTRAL HEALTH**

CONSULTANT

Signature

Dr. Patrick Lee
President and CEO

Date

Signature

Name Printed

Title

Date

Exhibit H
BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

For purposes of this Attachment, Central Health is referred to as “Covered Entity” and Contractor is referred to as “Business Associate.” Central Health and Contractor are collectively referred to as the “parties,” and any reference in this Attachment to the “Service Agreement” means the Agreement for Consulting Services between the parties.

1. OBLIGATIONS

1.1. In the course of performing the services contemplated by the Service Agreement, Business Associate acknowledges and agrees that it will create, receive, maintain, or transmit information that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Insurance Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), and current and future regulations promulgated under HIPAA and/or the HITECH Act, as well as Texas laws related to the privacy and security of health information, including, but not limited to, Texas Health and Safety Code Chapters 181 and 182.

1.2. To the extent that Business Associate uses, discloses, maintains, or transmits protected health information (“PHI”) that concerns alcohol and substance abuse treatment, Business Associate acknowledges and agrees that:

(i) such information is protected by 42 C.F.R. Part 2 (“Part 2”), and Business Associate is bound by these regulations;

(ii) Part 2 prohibits Business Associate from further disclosing such information unless disclosure is authorized by Part 2, Subparts D or E, or Business Associate obtains the written consent of the individual whose PHI is to be further disclosed; and

(iii) if necessary, Business Associate will resist any effort to obtain access to such information by initiating judicial proceedings against the person or entity attempting to gain access in contravention of Part 2.

1.3. Obligations of Business Associate and Business Associate Subcontractors. Business Associate agrees (and its Subcontractors will agree through the execution of a written contract) to comply with all of the provisions of this Section 1.3. For purposes of clarification, the obligations set forth in this Section shall apply to all of Business Associate’s subcontractors (as that term is defined in 45 C.F.R. 160.103) and subcontractor’s downstream subcontractors who create, receive, use, disclose, or have access to Covered Entity’s PHI. Any reference to Business Associate in this Agreement includes all of Business Associate’s subcontractors, directors, officers, employees, affiliates, agents, and representatives, as well as subcontractors’ downstream subcontractors. Business Associate expressly acknowledges and agrees that it will be liable for the actions and omissions of its subcontractor(s) and its subcontractors’ downstream subcontractors (collectively referred to as “Subcontractor” or “Subcontractors”).

1.3.1 *Use Reasonable Safeguards to Secure Protected Health Information.* The HITECH Act and final Omnibus Rule as published at 78 Federal Register 5566 (January 25, 2013) require Business Associate to comply with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees that it will comply with those provisions of the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”). Business Associate acknowledges and agrees that the provisions of the Security Rule with which it must comply require Business Associate to:

(i) employ appropriate administrative and physical safeguards, consistent with the size and complexity of Business Associate’s operations, to protect the confidentiality of PHI and

Exhibit H
BUSINESS ASSOCIATE AGREEMENT

to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Business Associate Agreement. These safeguards will include, without limitation:

- (a) implementing written policies and procedures in compliance with HIPAA, HITECH, and the Privacy and Security Rule;
- (b) performing a security risk assessment; and
- (c) regularly and adequately training its employees, and any Subcontractors who will have access to PHI on the policies and procedures required by HIPAA, HITECH, their implementing regulations, and state law.

- (ii) use, to the extent possible, commercially reasonable efforts to secure electronic protected health information ("EPHI") through technical safeguards that render such EPHI unusable, unreadable and undecipherable to individuals unauthorized to acquire or otherwise have access to such EPHI. At a minimum, Business Associate will use technical safeguards that are compliant with 45 C.F.R. Section 164.312, or such later regulations or guidance promulgated by the U.S. Department of Health and Human Services ("HHS") or issued by the National Institute for Standards and Technology ("NIST") that concern the protection of identifiable data such as PHI.

- (iii) provide Covered Entity with a copy of its written information security program before execution of this Business Associate Agreement.

1.3.2 *Use and Disclose Protected Health Information for Permissible Purposes.*

- (i) Business Associate agrees that it will:
 - (a) use or disclose PHI only in connection with fulfilling its duties and obligations under this Business Associate Agreement and the Service Agreement;
 - (b) not use or disclose PHI other than as permitted by Section 2 of this Business Associate Agreement or as required by Section 1.3.3 of this Agreement; and
 - (c) not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity.

- (ii) Business Associate may disclose PHI that is not protected by Part 2 to Subcontractors as necessary to perform its obligations under the Service Agreement and as permitted or required by applicable federal or state law.

- (iii) Under no circumstances will Business Associate:
 - (a) sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153;
 - (b) use or further disclose genetic information for underwriting purposes;

- (c) attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action would be permitted if performed by the Covered Entity; or

- (d) use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152. Before Business Associate can sell, use, or disclose PHI for marketing purposes, Business Associate must first obtain Covered Entity's written consent.

1.3.3 *Support Covered Entity in Fulfilling its Obligations.* If the Business Associate maintains a Designated Record Set (as defined in 45 C.F.R. 164.501), Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 C.F.R. Sections 164.524, 164.526, and 164.528. To the extent that Business Associate is asked to carry out Covered Entity's obligations under these sections, Business Associate will comply with the requirements that apply to Covered Entity in the performance of such obligations.

- (i) Requests for Access (45 C.F.R. 164.524)
 - (a) Business Associate will provide Covered Entity with any PHI subject to an individual's request for access within three (3) business days of Covered Entity's written

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BUSINESS ASSOCIATE AGREEMENT

request for the same. Unless Covered Entity specifically requests otherwise, the PHI subject to the request will be forwarded in electronic form.

(b) In the event any individual requests access to PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable to the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination as to the availability of the requested material.

(ii) Requests for Amendment (45 C.F.R. 164.526)

(a) Business Associate will provide Covered Entity with the PHI subject to an individual's request for amendment within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity requests otherwise, the PHI subject to the request will be forwarded in electronic form.

(b) In the event any individual requests an amendment of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable for inspection by the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination on the request.

(c) Business Associate will incorporate any amendment to PHI that Covered Entity directs or agrees to make no later than fifteen (15) days after Covered Entity requests the amendment be effected.

(iii) Accounting of Disclosures (45 C.F.R. 164.528)

(a) In order to allow Covered Entity to respond to an individual's request for an accounting, Business Associate will provide Covered Entity with the information required by 45 C.F.R. Section 164.528 within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the information will be forwarded in electronic form.

(b) In the event any Individual requests an accounting of disclosure of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days.

(c) At a minimum, Business Associate will provide Covered Entity with the following information:

- the date of the disclosure;
- the name of the entity or person who received the PHI, and if known, the address of such entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of the purpose of such disclosure.

(d) Business Associate will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Subsection 1.3.4.

1.3.4 *Keep Accurate and Detailed Records.* Business Associate will keep such accurate and detailed records pertaining to:

(i) all disclosures of PHI to third parties, including those made to Business Associate's directors, officers, employees, affiliates, agents, Subcontractors, and representatives, other than those disclosures that meet the exception criteria of 45 C.F.R. Section 164.528, for a period of at least six (6) years from the date of termination of this Agreement; and

(ii) the written agreements it enters into with Subcontractors. Business Associate will provide Covered Entity with a copy of such agreements, upon request, and will also keep a written list of all Subcontractors to whom Business Associate discloses PHI.

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1.3.5 *Cooperate with Covered Entity and the Secretary.* Business Associate agrees that:

(i) Business Associate will submit such compliance reports, in such time and manner and containing such information, as the Secretary of HHS ("Secretary") may determine to be necessary to verify compliance with applicable HIPAA provisions.

(ii) Business Associate will cooperate with the Secretary if the Secretary undertakes investigations or compliance review of the policies, procedures, or practices of Covered Entity or Business Associate. Business Associate will also cooperate with Covered Entity if Covered Entity undertakes an audit to determine Business Associate's compliance with this Business Associate Agreement.

(iii) Business Associate must permit access to the Secretary and Covered Entity, as applicable, during normal business hours to its facilities, books, records, accounts and other sources of information, including PHI, in order for the Secretary or Covered Entity to ascertain Business Associate's compliance with HIPAA provisions or this Business Associate Agreement, respectively.

(a) Notwithstanding the foregoing, if the Secretary determines that exigent circumstances exist, such as when documents may be hidden or destroyed, Business Associate must permit access by the Secretary at any time and without notice.

(b) If any information required of the Business Associate is under the exclusive possession of any other agency, institution, or person and the other agency, institution, or person fails to furnish the information, the Business Associate must so certify and set forth what efforts it has made to obtain the information.

(c) Business Associate will provide Covered Entity with copies of all documents provided to the Secretary or other regulatory and accreditation authorities.

(iv) In addition to Business Associate's obligations under Section 1.3.5(iii)(c), Business Associate will provide copies of any documents reasonably requested by Covered Entity. Documents will be made available to Covered Entity within fourteen (14) days of Covered Entity's request at no charge.

1.3.6 *Enter into Business Associate Agreements with Subcontractors.*

(i) In accordance with 45 C.F.R. 164.314(a)(2)(B), Business Associate will enter into a signed written agreement with its Subcontractor(s), if any, that:

(a) Binds the Subcontractor to the same provisions, restrictions, and conditions as contained in this Business Associate Agreement;

(b) Contains reasonable assurances from Subcontractor that the PHI will be held confidential as provided in this Business Associate Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to Subcontractor;

(c) Establishes the permitted and required uses and disclosures of PHI by the Subcontractor. The written agreement will not authorize the Subcontractor to use or further disclose PHI in a manner that would violate 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule") or Part 2, if done by Covered Entity;

(d) Obligates Subcontractor to forward a request from an individual to Business Associate on the same day that Subcontractor receives such requests;

(e) Obligates Subcontractor to immediately notify Business Associate of any breaches (including breaches of unsecured PHI as required by 45 C.F.R. 164.410) of the confidentiality of the PHI and Security Incidents (as defined in 45 C.F.R. 164.304) of which it becomes aware; and

(f) Requires the Subcontractor to comply with the applicable requirements of HIPAA (including but not limited to the Security and Privacy Rule) as well as Texas Privacy provisions.

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BUSINESS ASSOCIATE AGREEMENT

(ii) Business Associate will provide Covered Entity with a copy of each such written agreement, upon request.

1.3.7 *Survival.* The provisions of this Section 1.3 will survive the termination of this Business Associate Agreement

1.4. Obligations of Covered Entity.

1.4.1 *Resolve and Report All Appeals and Complaints.* Any denial of access or amendment to PHI, which is determined by Covered Entity and conveyed to Business Associate by Covered Entity, will be the sole responsibility of Covered Entity. Covered Entity will resolve, and report all appeals and/or complaints arising from such denials.

2. RESTRICTIONS ON THE USE AND DISCLOSURE OF PHI

2.1. Except as otherwise specified herein, Business Associate may use or disclose any PHI necessary to perform its obligations under the Service Agreement.

2.2. Improper Uses and Disclosures.

2.2.1 Neither Business Associate nor its directors, officers, employees, Subcontractors, or agents will disclose PHI to any person other than a member of their respective workforces unless disclosure is required by law or authorized by the person whose PHI is to be disclosed.

2.2.2 Business Associate and its Subcontractors will not disclose PHI to any member of its respective workforce unless Business Associate or Subcontractor has advised such member of Business Associate's obligations under this Business Associate Agreement, and of the consequences for such person and for Business Associate or such Subcontractor of violating them. Business Associate will take and will require that each of its Subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Business Associate Agreement.

2.2.3 If PHI is used or disclosed by Business Associate in violation of this Business Associate Agreement, Business Associate will:

(i) notify Covered Entity within the timeframe described in Section 3.4;

(ii) upon Covered Entity's direction, take steps to mitigate any harmful effect that is known to Business Associate and is the result of such improper use or disclosure, and

(iii) indemnify Covered Entity pursuant to Section 7 of this Business Associate Agreement.

2.3. Minimum Necessary.

2.3.1 Business Associate will comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure of Limited Data Sets.

2.3.2 Business Associate acknowledges and agrees that Section 13405(b) of the HITECH Act requires Business Associate to limit its uses and disclosures of PHI to either:

(i) the information making up a Limited Data Set (as defined in 45 C.F.R. 164.514); or

(ii) the minimum PHI necessary to accomplish the intended purpose of the use or disclosure.

3. REPORTING OF BREACHES, SECURITY INCIDENTS, AND IMPROPER DISCLOSURES

3.1. Definition of Breach. The term "Breach," as used in this Agreement, refers to two (2) distinct types of breaches: a HIPAA Breach and a Breach of System Security.

3.1.1 A "HIPAA Breach" is the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA and which compromises the security or privacy of such information.

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BUSINESS ASSOCIATE AGREEMENT

3.1.2 A "Breach of System Security" means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information (as defined in Section 521.002 of the Texas Business and Commerce Code) maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

3.2. Breach Reporting.

3.2.1 In the event of a Breach of any Unsecured PHI (as defined in 45 C.F.R. 402) or sensitive personal information that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate will provide notice of the Breach to Covered Entity immediately, but in no event more than three (3) days after discovering the Breach.

(i) For purposes of this Business Associate Agreement, a Breach of Unsecured PHI or sensitive personal information will be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate (including any person, other than the individual committing the Breach, who is an employee, officer, Subcontractor, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should have been known to Business Associate following the exercise of reasonable diligence.

3.2.2 Business Associate will be liable to, and indemnify Covered Entity for, unreasonable delays in reporting Breaches to Covered Entity.

3.2.3 Notice of a Breach will include, at a minimum:

(i) the identification of each individual whose PHI or sensitive personal information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach;

(ii) the date of the Breach, if known, and the date the Breach was discovered;

(iii) a description of the types of PHI or sensitive personal information involved (e.g., names, Social Security numbers, dates of birth, home addresses, or medical record numbers);

(iv) a description of the Business Associate's response to the Breach, if any (i.e., what the Business Associate has done to investigate the Breach and to protect against future Breaches); and

(v) any other reasonable information requested by Covered Entity.

3.3. Duties Following a Breach. In addition to Business Associate's obligations under Section 3.2, Business Associate has a duty to:

3.3.1 inform Covered Entity of any new information learned by Business Associate regarding the Breach;

3.3.2 assist Covered Entity in:

(i) conducting a risk assessment of the Breach;

(ii) providing notice of the Breach as required by the Privacy and Security Rule;

(iii) mitigating any harmful effect of such Breach;

3.3.3 pay all costs associated with mitigation and public or individual notice efforts (including the costs associated with a Subcontractor's breach); and

3.3.4 appoint a liaison and provide contact information for same so that Covered Entity may ask Business Associate questions or learn additional information about the Breach.

3.4. Reporting of Security Incidents and Improper Disclosures. Business Associate will report to Covered Entity any Security Incident, unauthorized or improper use or disclosure of any PHI under the terms and conditions of this Business Associate Agreement or applicable federal and state laws as soon

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BUSINESS ASSOCIATE AGREEMENT

as practicable, but in no event later than two (2) days of the date on which Business Associate becomes aware of such use or disclosure.

4. EQUITABLE REMEDIES

4.1. Business Associate acknowledges and agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Business Associate Agreement and that such damages will be difficult to quantify.

4.2. Business Associate acknowledges and agrees that, where Covered Entity has knowledge of any material breach by Business Associate, Covered Entity may file an action for injunction against Business Associate to enforce the terms of this Business Associate Agreement. Such proceeding may be brought before any Court having jurisdiction to obtain an injunction.

4.3. Business Associate acknowledges and agrees that Covered Entity may also pursue any other legal remedies available to Covered Entity to cure or stop such material breach.

5. TERM AND TERMINATION

5.1. General Term and Termination. This Business Associate Agreement will become effective on the Effective Date of the Service Agreement and will terminate when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section 6, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of Section 6 of this Business Associate Agreement.

5.2. Termination for Material Breach.

5.2.1 Where Covered Entity has knowledge of a material breach by Contractor, Covered Entity may terminate both the Service and Business Associate agreements it has executed with Contractor. Such termination may occur before the expiration of the Service Agreement and without provision of notice or an opportunity for Contractor to cure.

(i) Business Associate commits a material breach of this Agreement if Business Associate:

(a) knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, unless the Business Associate takes reasonable steps to cure the breaches or end the violation, as applicable;

(b) impermissibly uses or discloses PHI;

(c) fails to provide Covered Entity with timely and accurate Breach notification;

(d) fails to provide timely access, either to Covered Entity, a requesting individual, or the requesting individual's designee, to a copy of PHI;

(e) fails to provide a timely and accurate accounting;

(f) fails to timely disclose PHI where required by the Secretary;

(g) fails to fully comply with Texas law, the Security Rule, or the Privacy Rule; or

(h) otherwise fails to fully comply with this Business Associate Agreement.

5.2.2 Alternatively, Covered Entity will have the right to cure any breach of Business Associate's obligations under this Business Associate Agreement.

(i) When Covered Entity chooses to exercise this right, Covered Entity will give Business Associate notice of its election to cure any such breach, and Business Associate will cooperate fully.

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BUSINESS ASSOCIATE AGREEMENT

(ii) Business Associate will compensate Covered Entity for the efforts Covered Entity undertakes to cure Business Associate's breach. Payment for such efforts will be made to Covered Entity within thirty (30) days.

6. **RETURN/DESTRUCTION OF PROTECTED HEALTH INFORMATION UPON TERMINATION** Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI will be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate or its Subcontractors in the course of fulfillment of its obligations pursuant to this Business Associate Agreement and the Service Agreement. Upon termination of the Business Associate Agreement or Service Agreement for any reason, Business Associate will:

6.1. If feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity that Business Associate or any of its directors, officers, employees, affiliates, Subcontractors, agents, and representatives still maintain in any form; or

6.1.1 Business Associate agrees that all paper, film, or other hard copy media will be shredded or destroyed such that it may not be reconstructed, and EPHI will be purged or destroyed as set forth in the NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>.

6.2. If Covered Entity and Business Associate mutually determine that such return or destruction is not feasible, Business Associate's will:

6.2.1 continue to use appropriate safeguards and comply with the Security Rule (45 C.F.R Part 164, Subpart C), with respect to EPHI;

6.2.2 extend the conditions of Section 2 of this Business Associate Agreement to all PHI retained by Business Associate;

6.2.3 further limit the uses and disclosures of PHI to those purposes that that make the return or destruction of the PHI infeasible (i.e., for the purposes for which such PHI was maintained); and

6.2.4 return or destroy the PHI retained as soon as it is no longer needed by Business Associate for the purposes that made the return or destruction of the PHI infeasible.

7. **INDEMNIFICATION** Business Associate will indemnify, defend and hold harmless Covered Entity and its directors, officers, employees, affiliates, agents, and representatives from and against any and all actions, claims, costs (including court costs and attorneys' fees), demands, suits, penalties, proceedings, losses and liabilities of any kind, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, employees, affiliates, agents, Subcontractors, and representatives in connection with Business Associate's performance under this Business Associate Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Business Associate or Service Agreement. The indemnification provisions of this Section 7 will survive the termination of this Business Associate Agreement and will apply when actions, claims, demands, or proceedings are brought by a third party or when Business Associate commits a material breach of this Agreement, as described in Section 5.2.1.

8. **AMENDMENT** If any of the rules or regulations promulgated under HIPAA or state law are amended or interpreted in a manner that renders this Business Associate Agreement inconsistent therewith, Covered Entity may, on thirty (30) days written notice to Business Associate, amend this Business Associate Agreement to comply with such amendments or interpretations. Business Associate agrees that it will amend applicable Subcontractor agreements as necessary to comply with changes in laws or regulations.

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9. **CONFLICTING TERMS AND REQUIREMENTS** In the event any terms of this Business Associate Agreement conflict with any terms of the Service Agreement, the terms of this Business Associate Agreement will govern and control. In the event of any conflict between this Business Associate Agreement and federal or Texas law, the more stringent requirements will govern.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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

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

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

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

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

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Exhibit K
INSURANCE COVERAGE

Insurance Coverage

Using table K1 provide the Insurance coverage currently carried by your company. If you carry coverage not listed that is relevant to this business category add coverage to the bottom of the list. Indicate yes or No if that coverage is carried and what the coverage amount is currently carried. *

Table K1:

| Insurance Type | Coverage Yes/No | Coverage Amount if Applicable |
|-------------------------------|----------------------------|--------------------------------------|
| General Liability | | |
| Professional Liability | | |
| Cyber Liability/Data Breach | | |
| Errors and Omissions | | |
| Commercial Auto Insurance | | |
| Commercial Umbrella Insurance | | |
| Workers Compensation | | |
| | | |
| | | |
| | | |

* Accord Certificate of Insurance will be required upon Selection.