

Central Texas MHMR Center

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Request For Proposal (RFP)

Electronic Health Record System (EHR)

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A. PURPOSE

The Central Texas MHMR Center (Center), requests for proposals (RFPs) for the provision, implementation, and ongoing maintenance of a cloud based Electronic Health Record and Billing Software with a tentative go live date of January 1, 2024.

B. CENTER INFORMATION

The Center is a local mental health and mental retardation authority serving seven (7) counties in Central Texas. Our Center provides behavioral health services, outpatient substance use treatment, Early Childhood Intervention Services, intellectual and developmental disability services. Our primary office is located in Brownwood, Texas. Service provision sites include the operation of 6-day habilitation facilities, 7- behavioral health clinics, 2- Intermediate Care Facility (ICF) group homes, 1- Home Based and Community Services Group home, 1- Crisis Respite short-term facility, and multiple administrative and/or community service sites. The Center has approximately 200 employees and multiple contractors.

The Center receives federal and state financial assistance through performance contracts with Texas Department of Health and Human Services (HHSC) which oversees the state financial contracts for HHSC and other related state and federal grant programs. Other billed funding sources include private pay, insurance, and Medicaid/ Medicare.

C. STATEMENT OF WORK

The Center seeks to develop a collaborative relationship with an EHR vendor that will provide the software necessary to support the varied array of services The Center provides. Areas of support include but are not limited to clinical documentation, scheduling, telehealth, and billing management for services provided.

The Center is looking for a vendor that will commit the resources necessary to keep their product up to date to help The Center meet the challenges of the continual changing health care and IT needs in the State of Texas.

While the Center’s preference is web or cloud based system, it does not exclude other platform based vendors from submitting a proposal. The Center understands that a vendor may subcontract out a portion of the software to provide a comprehensive solution that will meet The Center’s needs. However, it is **The Center’s expectation and requirement that we will contract with only the lead vendor. The lead vendor submitting the proposal will bear all responsibility for ensuring the functionality of the EHR system along with any third-party add-ins by their subcontractors.**

D. RFP Submission Schedule

Submission of questions and Notice of Intent due	October 17, 2022
Answers posted to CFLR website	October 31, 2022
Vendor Proposals due	Dec. 19, 2022 by 5:00 pm Central Time
Evaluation of Proposals	January 9 through January13, 2023
Schedule Vendor on-site presentations	January 24 through February 15, 2023
Recommendation of Vendor Selected to Center Board of Trustees	February 27, 2023
Anticipated Award Date	Upon Board of Trustee Approval
Go Live Date	January 1, 2024

E. RFP PROCESS

1. An email must be submitted with the subject line of “NOTICE OF INTENT by” “your companies name” of the companies intent to submit a proposal according to “Section D. RFP Submission Schedule” to RFP@cflr.us If this is not received will not be able to send you a email notice should addenda be posted to our website.
2. A separate email with questions concerning the proposal process may be submitted with “ERH-RPG Question” in the subject line according to “Section D. RFP Submission Schedule” to RFP@cflr.us
3. All proposals must be submitted by email.
The complete RFP packet must be submitted electronically to RFP@cflr.us by the date and time indicated in the schedule. Specify “RFP response for Electronic Health Record” and your company name” in the subject line. Each proposal should specifically address each requirement described in the proposal requirements. No fax proposals will be accepted. Attachments must be in the original format (M.S. Word, M.S. Excel or Adobe PDF) unless requiring a legal authorized signature. Documents requiring a legal authorized signature may be scanned and submitted as a PDF after signature is obtained. A font size of 12 should be used for all narratives.
4. Proposals need to be organized and clearly labeled according to Section I. “RFP Required Documents List” and all attachments as listed in Section I.8.
5. Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.
6. Proposals will not be opened until after the submission deadline.
7. Proposals must remain valid for acceptance for **120 days** past the proposal submission deadline.
8. Proposals or modifications received after the deadline for submission may not be considered.
9. All statements made in the proposal will be considered final, and, if the proposal is accepted will be used as the basis of the purchase agreement.
10. The initial contract term for this system will be negotiated at the time of the contract award.

F. **SCORING OF PROPOSAL:**

Proposals will be scored based on the criteria listed below:

1. Results of demonstrations and presentations if requested
2. Timely and complete response to RFP

3. Ability to meet specifications
4. Vendor's history of success in delivering proposed services
5. System ease of use
6. Functionality
7. Flexibility and ease of implementation and data conversion
8. Vendor support and training
9. Pricing

This list is in random order and does not reflect weighting.

The Center reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Vendors are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon the Center's evaluation of the responses to this RFP, the Center will determine if there is a need to request a Best and Final Offer (BAFO). A request for a BAFO will be at the sole discretion of the Center and will be requested in writing from the Vendors determined to be within the competitive range.

G. GENERAL INFORMATION:

1. **Right to Accept or Reject any or All Proposals.** The Center reserves the right to accept or reject any or all proposals submitted and to waive any informality in proposals received. Center reserves the right to request additional information from proposers. Award will be made to the provider which, in the opinion of Center, is the best qualified.
2. **Negotiation.** The Center reserves the right to negotiate with vendors determined to have a reasonable chance of being selected. All such vendors shall be afforded fair and equal treatment with respect to such negotiations, and no such vendor shall be given information that would give that vendor a competitive advantage over any other vendor.
3. **Altering Proposal.** Proposals cannot be altered after the submission deadline. Any interlineations, alterations, or erasure made before the opening must be initialed by the signer of the proposal.

4. **Addenda.** Any interpretations, corrections, or changes to this Request for Proposal will be made by addenda. Addenda will be posted on The Center website, www.cflr.us, and emailed to all parties that are known to have received a copy of the Request for Proposal.
5. **Cancellation.** The Center may choose to cancel the RFP without award.
6. **Oral Interviews.** Oral interviews may be required.
7. **Product Demonstration:** Product Demonstration may be required. All costs incurred by the proposer associated with preparing proposal responses shall not be charged to The Center
8. **Proposals Retained.** All proposals submitted become the exclusive property of The Center.
9. **Changes.** No oral statement of any person shall modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/requirements.
10. **Ethics.** The proposer shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of The Center (see attached Key Persons List). Proposer must attest to this by completing the attached Conflict of Interest Questionnaire and submitting with this RFP.
11. **Minimum Standards for Responsible Proposer.** A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - a. Have adequate financial resources, or the ability to obtain such resources as required
 - b. Be able to comply with the required or proposed delivery schedule;
 - c. Have a satisfactory record of performance; andBe otherwise qualified and eligible to receive an award.
12. **Rights to Request Additional Information.** Center may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

13. **References.** Center requires proposer to furnish, with this proposal, a list of at least three (3) references where like services have been supplied by the provider. Include the name of the business, address, contact name, email, and telephone number.
14. **Documentation.** Proposer shall provide, with this proposal response, all documentation required by the proposal. Failure to provide this information may result in rejection of the proposal.
15. **Silence of Specifications.** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. **Modifications:** The Center reserves the right to modify the general description and scope of services, by issuing a written addendum of any such modifications.
17. **Altering Proposals:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. The Vendor shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
18. **Withdrawal of Proposals:** A proposal shall not be withdrawn or canceled by the Vendor unless the Vendor submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be equal authority as the signature of the offer.
19. **Order of Precedence:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.
 - A. Request for Proposal Instructions and Conditions
 - B. Proposal Documents and Procedures, if any.
 - C. Other documents, exhibits and attachments
20. **Sales Tax.** Center is, by statute, exempt from State sales tax and Federal excise tax.
21. **Time of Award.** Award may be made during a Center Board of Trustees meeting. Center reserves the right to schedule a Special Called Meeting on another date for the purpose of making the award.

22. **Contract Award.** Awarding of the contract will be made by Center’s Board of Trustees or designated appointee. The term of this agreement will begin upon final execution of the contract by both parties and will extend until final acceptance of the completed project by The Center.

H. **CONTRACT CONSIDERATIONS WITH SUCCESSFUL VENDOR.** The following provisions may apply to the contract with the successful vendor:

1. **Contract.** The Center reserves the right to negotiate a contract with the selected provider. This proposal, when properly accepted by The Center, shall constitute a contract equally binding between the successful proposer and Center. No different or additional terms will become part of this contract. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for the contract, Center may restrict, reduce, or terminate funding for the contract.

No contract shall be deemed to exist between the Center and provider until a mutually acceptable, comprehensive and binding agreement has been executed by Center and provider. A countersigned copy of the proposal or any other preliminary written agreements shall not suffice to bind Center to any legal obligation of any kind whatsoever with regard to the work considered hereby.

2. **Conflict of Interest:** No public official shall have interest in this contract, in accordance with Vernon’s Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171 and 176. Additionally, no contractor who develops or drafts specifications, requirements, statements of work and/or procurement documents will bid or submit a proposal for award.

3. **Key Personnel:** The Center to recover all consideration paid to any vendor pursuant to a contract thus permitting forfeiture of such contract, in the event that vendor:

- a. Was doing business at the time of submitting the proposal or had done business during the 365-day period immediately prior to the date on which the proposal was due with an undisclosed key person;
- b. does business with a key person after the date on which the proposal is due and prior to full performance of the contract and fails to disclose the name of any such key person in writing to the Center prior to commencing business with such key person; or

- c. fails to submit a completed Conflict of Interest form (See Attachment D) if required by Chapter 176 of the Texas Local Government Code.
4. **Indemnification:** Successful Vendor shall defend, indemnify and save harmless the Center or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.
 5. **Assignment:** The successful Vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Executive Director of the Center. Any attempted assignment or transfer by the vendor without such written consent shall be considered failure of contractual obligations and the Center will reserve the right for immediate cancellation.
 6. **Applicable Law and Venue:** The contract issued by way of this RFP shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Brown County, Texas.
 7. **Advertising:** Vendor shall not advertise or publish without the Center's prior written consent the fact that the Center has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state or local government. Vendor is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from the Center.
 8. **Business Associate:** The selected vendor agrees that they may be a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with the Center concurrent with the execution of any contract or agreement for services.
 9. **Discrimination:** Vendor will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to

discrimination with respect to any contract, under any of the policies of the Texas Health and Human Services Commission (“HHSC”), or the Center.

10. **Termination:** Center reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Center. Non-performance of the provider in terms of specifications shall be a basis for the termination of the contract by Center. The Center shall not pay for services which are unsatisfactory. Provider will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination. This agreement is made contingent upon the continuation of federally funded programs, or the continued availability of state or local funds to cover the full term and cost. The Center may terminate for any reason with or without cause and penalty, either in whole or in part by giving sixty (60) days written notice.
11. **Standing:** Vendor is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by the Health and Human Services Commission (HHSC); and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
12. **Validation:** The Center may validate any information in a proposal by using outside sources or materials. If validation discloses that information provided by a proposer is deliberately false, the proposal will be ineligible for consideration.
13. **Limitation of Liability:** The Center will not enter into any Contract that purports to in any way limit the amount of damages recoverable under the Contract.
14. **Independent Contractor:** Provider will be considered an independent contractor and not an employee of Center for any purpose. Center will not withhold or pay on behalf of Provider any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to Provider any of the benefits, including workers’ compensation insurance coverage, afforded to employees of Center. All such benefits, if any, are the sole responsibility of the Provider.

15. **Insurance.** Provider agrees to maintain at its' sole cost and expense policies of general and liability insurance coverage in order to insure Provider and Center against any claim for damages arising in connection with Provider's responsibilities under the contract. The provider shall furnish copies of general and liability insurance policies and a certificate of insurance to Center prior to execution of the contract.
16. **Certification of Child Support Payment Obligor.** Under Section 231.006 (Texas Family Code related to child support), a contractor is considered ineligible to receive payments from Center in the event contractor is past due on child support payments.
17. **Contractual Abeyance or Bar.** Prior to the execution of a contract, Provider must notify Center if it is, or becomes held, in abeyance or barred from the award of a federal or state contract during the term of the contract.
18. **Confidentiality of Information.** In accordance with Texas Health and Safety Code, Chapter 611, and the Texas Administrative Code, Chapter 414, subchapter A "Protected Health Information," Vendor may not disclose confidential communications or records except as provided by Section 611.004 or 611.0045.
19. **Preparation Costs.** Any and all preparation costs incurred by a vendor in developing proposals, presentations, demonstrations, or any other activity in responding to this RFP are the sole responsibility of the vendor and will not be reimbursed.

I. RFP REQUIRED DOCUMENTS LIST

Each proposal response must include the following items:

1. **Title page** – Title page must show the RFP title; the vendor's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. **Company and Executive Background:** The vendor will provide a brief (maximum 2-page) company description, history, ownership, number of employees, summary of financial status and number of customers vendor currently supports and include qualifications, education, and experience of the Vendor's team leader. The vendor will describe in non-technical terms its electronic health record system, identifying any unique or distinctive features of the system in which the vendor wishes to bring particular attention. Do NOT include pricing in this section. Responses are limited to two pages.

3. **Pricing** – Vendors may provide pricing in the format of their choice. The pricing must be based on the requirements and **clearly** identify the duration of cost, e.g. one-time, monthly, or annual for the following:

- a) Define cost per admin. user, super users, data entry only users, read only users, or concurrent licenses.
- b) Total contract amount for the initial contract term of twelve months.
- c) Prices for indirect costs must also be listed. The Center will not accept or agree to any indirect costs not included in Vendor’s proposal. The Center reserves the right to negotiate all pricing prior to the award of the contract.
- d) Implementation fees, conversion of existing data, initial training and setup separate from ongoing-monthly subscription fees;
- e) Separately identify any necessary third-party licensing fees;
- f) Identify cost and frequency of system updates;
- g) Identify any expected hardware cost that the Center might need for optimum functionality of the software;
- h) Guarantee time period for all proposed fees and subscriptions and the circumstance under which the vendor may increase fees.
- i) Describe applicable fees (subscription or other) applicable at the time of termination of a contract and any steps or services you would provide to ensure an orderly transfer of the Center’s data to a successor system provider.

4. **Other Technical Questions** — Provide a brief narrative to answer the following:

- a) Describe the hardware requirements for your software package.
- b) What are the bandwidth requirements?
- c) Is there a limit to the number of users at one time?
- d) Is your system compatible with Windows 10 and Microsoft Office?
- e) Is your system web, cloud, or local server based?
- f) If web or cloud-based, is the storage server in the United States?
- g) Describe the solution software platform (Oracle, SQL, other...).
- h) Can data be exported (CSV, Text Comma-Delimited, etc.)?
- i) Describe your system integration capabilities.
- j) Does the system come with a report writer?
- k) Describe system controls used to ensure data integrity.
- l) Describe the type of audit trails used by the system.

- m) Describe the system access security.
 - n) What is the backup process, and is it in the United States?
5. **Vendor Representative** – Include the name and title of the designated individual(s), along with respective telephone number(s) and email address(es), who will be responsible for answering technical and contractual questions regarding the proposal.
6. **Support and Maintenance**—Provide a brief Narrative to answer the below
- a) How many technical support employees does the vendor have?
 - b) What are the hours of support (spanning all time zones)?
 - c) Is telephone support provided?
 - d) Is on-line support provided?
 - e) Is a website available?
 - f) What is your average downtime for the system?
 - g) What is your time for resolution to a problem?
 - h) Define pricing structure for customer support.
 - i) How frequently are enhancements and fixes distributed?
 - j) Is there a “Test” or “Non-Live” environment for training of staff?
 - k) Does your system have built in “help” function for user?
 - l) Identify other training opportunities provided by your company and include a list of class or course with a brief description and the location where training is offered.
7. **Implementation**—Provide a description of your implementation approach to include the following:
- a) Number of staff you will dedicate to implementation;
 - b) If subcontractors will be involved in the implementation, provide their names.
 - c) Time frame for implementation;
 - d) Estimate of number of hours and resources that the Center will have to commit for a successful implementation.

- e) Do you recommend running parallel with our current system? If so, for how long?
- f) What types of information from our current system will you be able to migrate to your system?
- g) What is the method for migration?
- h) Provide examples of work plans that demonstrate your experience to ensure a timely and successful implementation.

8. Completion of the following attachments:

Attachment	A	Company Profile
Attachment	B	References
Attachment	C	Assurances Document
Attachment	D	Conflict of Interest Questionnaire
Attachment	E	Lobbying of Certification
Attachment	F	Form W-9
Attachment	G	Miscellaneous Documents
Attachment	H	Functionality Requirements
Attachment	I	Signature Page

ATTACHEMENT A: COMPANY PROFILE

Legal Name of Company			
Legally Authorized Representative Name		Title	
Address			
City		State	ZIP Code

Phone	Years in Business		
Certification # is an Historically Underutilized Business	Qualification if HUB eligible but NOT certified		
Organizational Type (Individual, partnership corporation, etc.)	Number of employees dedicated to fulfillment of contract		
	YES		NO
Number of employees dedicated to maintaining software to ensure compliance with federal as well as Texas requirements	Is the company currently for sale or involved in any transaction to expand or to become acquired by another business entity?		
YES		NO	
Is the company currently in default of any loan agreement or financing agreement with any bank, financial institution, or other entity?	IF yes, Explain:		
Indicate your product platform in the space at the right.			
Number of past and current litigation claims related to product	Past		Current
Provide detail of all litigation claims to the right			

Attachment B: References

Provide three references for clients currently under contract for similar services. Two of these clients must be fully implemented:

Client Name	
Address	
Key Contact	
Phone	

#Years providing service/product to Client	
--	--

Client Name	
Address	
Key Contact	
Phone	
#Years providing service/product to Client	

Client Name	
Address	
Key Contact	
Phone	
#Years providing service/product to Client	

ATTACHMENT C: ASSURANCES DOCUMENT

Proposer assures the following:

1. All addenda and attachments to the RFP as distributed by the Center and designated by the checklist have been received.
2. No attempt has been or will be made by the Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in its Proposal.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, sexual orientation, national origin, disability, veteran status, or age.

4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts the Center's right to cancel the RFP at any time prior to Contract award.
7. Proposer accepts the Center's right to alter the timetables for procurement that are set forth in the RFP.
8. The Proposal submitted by the Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made for payment to cover cost incurred in the preparation of the submission of the Proposal or any other associated costs.
11. The Center has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to Proposer is authorized to legally bind the Proposer.
13. No employee of the Center and no member of the Center's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to Proposer. If the Proposer is unable to make the affirmation, then the Proposer must disclose any knowledge of such interest. See Attachment D.
14. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
15. Proposer has not filed for bankruptcy within the past five (5) years.
16. Proposer is not currently in the process of filing for bankruptcy.
17. Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes) Article 2.45.
18. Proposer shall disclose whether any of the directors or personnel of Proposer have either been an employee or a trustee of the Center within the past two (2) years preceding the date of submission of the Proposal. If such employment has existed, or a term of office served, the Proposal shall state in writing the nature and time of the affiliations as defined. See Attachment D.
19. Proposer shall identify in writing any trustee or employee of the Center who has financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest and the relationship, if applicable. See Attachment D.

- 20. No former employee or officer of the Center directly or indirectly aided or attempted to aid in procurement of Proposer’s service.
- 21. Proposer shall disclose in writing the name of every Center employee and/or member of the Center’s Board of Trustees with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposer that the natural person executing the Proposal has no knowledge of any key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due. See Attachment D.
- 22. Under Section 231.006, Family Code, the Proposer/vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this submission may be rejected or terminated and if applicable, payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, “vendor or applicant” shall mean Proposer; contract, bid or application shall mean the Proposal; and “this contract” shall mean any Contract awarded to the Successful Proposer.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Signature of Authorized Representative	Date
Printed Name	Title
Company	

ATTACHMENT D: CONFLICT OF INTEREST QUESTIONNAIRE

Please download the Conflict of Interest Questionnaire (Form CIQ) at this site [https://
www.ethics.state.tx.us/forms/conflict/](https://www.ethics.state.tx.us/forms/conflict/)

and attach completed form as Attachment D with your proposal.

A signature is required in Box 7 regardless of any other entry on the form.

ATTACHMENT E: LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempted to influence an officer or employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,00 for each such failure.

Signature of Authorized Representative

Date

Printed Name

Title

Company

ATTACHMENT F: FORM W-9

Request for Taxpayer Identification Number and Certification

Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

ATTACHMENT G
MISCELLANEOUS DOCUMENTS

A. Financial Information

1. Provide a copy of a Certified External Audit report for the past three (3) years
2. Provide a copy of the most recent Tax Statement (IRS Form 1120, Form 990 as applicable).
3. Submit the most current Annual Report available.

B. Insurance

Provide a Certificate of Insurance secured and maintained with an insurance company, or companies, licensed to do business in Texas for the following coverage in the following amounts:

1. Comprehensive general liability, professional liability, and employee misconduct insurance with limits of at least five million dollars (\$5,000,000) per occurrence, ten million dollars (\$10,000,000) aggregate.
2. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract. Workers' Compensation policies shall also include a waiver of subrogation in favor of the Center.
3. Cyber and Errors and Omissions Liability insurance. Proposer must have a limit of five million dollars (\$5,000,000), covering liabilities arising from a) product or service financial injury caused by a product or service defect or performance failure; b) technology-related injury caused by an errors or omissions and all series of continuous, repeated or related acts, errors or omissions; c) breach mitigation and notification expenses related to a privacy breach; d) and defense for liability from copyright infringement. Coverage also includes reasonable legal litigation expenses.
4. Automobile Liability: If a successful proposer-owned vehicle is used in the provision of Services, successful proposer must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included;

Successful proposer is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above. A legally qualified insurance company acceptable to the Center must underwrite all insurance coverage listed above. Each policy shall contain a provision (to the extent legally permitted) that the insurance company shall give the Center a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material modification of the policy. If successful proposer is required to carry professional liability coverage and that professional liability coverage is a "claims made" policy, successful proposer shall maintain "tail" coverage with the same minimum coverage limits as stated

above with respect to professional liability insurance until all possible statutes of limitations have expired. Upon the effective date of a contract, upon any renewal or change in terms of any insurance policy required above in this section (“Insurance”) and within ten (10) days of any request by the Center, successful proposer shall provide the Center with written evidence (i.e. certificate of insurance), acceptable to the Center, of all insurance coverage required herein.

C. Staffing Plans

For vendors with more than 100 employees, the RFP submission must include the vendors’ status regarding equal employment opportunity. Please submit verification of status using the Employer Information Report EEO-1 or the State and Local Government Report EEO-4.

ATTACHMENT H: FUNCTIONALITY REQUIREMENTS

(Excel Spreadsheet)

Please download Attachment H from our website at www.cflr.us Please complete the Functionality Requirements Spreadsheet and send with all other required documents.

For each requirement, respond using the following scale:

- 1= you can meet this requirement fully and it is included in your proposal
- 2= you can meet this requirement but with modifications or increased cost
- 3= you cannot meet this requirement
- 4= you believe this requirement is not applicable based on your service delivery model

ATTACHMENT I: SIGNATURE PAGE

The attached proposal application is being submitted in response to the RFP – Electronic Health Record System (EHR). The proposal is a firm offer and shall remain open and valid for 120 days from the date of this document.

The Center, in its sole and absolute discretion, shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one Vendor.

I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

Authorized Signature

Company Name

Typed or Printed Name

Mailing Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address