

## SOLICITATION, OFFER, ACCEPTANCE, AND AWARD

Date Solicited <b>July 3, 2023</b>	Solicitation Number <b>2023-07-2713</b>	Date of Award	Contract Number
		<b>NOTE: Solicitation responses shall be enclosed in a sealed envelope/package. Mail Or Emailed (due to COVID-19)</b> <b>Proposals To:</b> <b>Community First Health Plans</b> <b>Attn: Terry Fehlhaber</b> <b>Executive Director, Information Systems</b> <b>12238 Silicon Drive, Suite 100</b> <b>San Antonio, Texas 78249-3454</b> <b>Email Proposals to:</b> <u><b><a href="mailto:RFPRresponse@cfhp.com">RFPRresponse@cfhp.com</a></b></u>	Due date/time for Respondent questions: <b><u>July 14, 2023</u></b> <b>2:00 PM CST</b>
			Due date/time for proposals: <b><u>July 31, 2023</u></b> <b>2:00 PM CST</b>
For information contact: <b>Judy Razo</b>	E-mail: <u><b><a href="mailto:RFPRresponse@cfhp.com">RFPRresponse@cfhp.com</a></b></u>	Telephone No. <b>210-358-6396</b>	Fax No. _____

### SOLICITATION FOR: Community First Health Plans, Inc. – Auto Dialer System

By signing the proposal, the Respondent acknowledges that all facts contained in it are true to the Respondent's best knowledge and that Community First Health Plans, Inc. (Community First), may rely upon such and that the Respondent has read the entire document and agreed to the terms therein. The undersigned, by his/her signature, represents that s/he is authorized to bind the Respondent to fully comply with the Specifications, Scope and General Requirements for the amounts shown on the accompanying pricing schedule and by signing the proposal, the Respondent acknowledges that all facts contained in it are true to the Respondent's best knowledge and that Community First may rely upon such.

Name and Address of vendor <b>Company Name</b> _____  <b>Contact Name</b> _____  <b>Address</b> _____  <b>City, State &amp; Zip</b> _____  <b>Telephone No.</b> _____  <b>E-mail address:</b> _____	<b>Name and Title of Person Authorized to Sign Offer</b> <b><u>(Failure to sign shall result in rejection of offer)</u></b>  <b>Print Name</b> _____  <b>Title</b> _____  <b>Signature *</b> _____ <p style="text-align: center;"><b>Original must be signed in Ink.</b></p> <b>Date</b> _____
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### ACCEPTANCE AND AWARD (to be completed Community First Health Plans, Inc.)

Acceptance of the following items:	Term of the contract:	Amount of Award:	Accounting & Appropriation:
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Community First Health Plans, Inc:  <hr/> Theresa Scepanski President/Chief Executive Officer	Approval Date:	Renewal Options:
_____ / _____ Date		

Company Name: \_\_\_\_\_

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Company Name: \_\_\_\_\_

## **1. COMMUNITY FIRST HEALTH SYSTEM BACKGROUND**

Community First Health Plans, Inc. (Community First), is a not-for-profit corporation formed by the Bexar County Hospital District, d/b/a, University Health, a political subdivision of the State of Texas (Affiliate). Community First was incorporated in 1994 and was licensed by the state of Texas on October 6, 1995, to operate as a health maintenance organization (HMO). Community First provides health care services to enrolled membership through a network of health care organizations under both prepaid and fee-for-service contracts. The Affiliate’s board of managers appoints Community First’s board of directors, and the Affiliate can impose its will on Community First. The Affiliate includes Community First in its financial statements as a blended component unit.

For almost 30 years now, Community First has provided cost effective health care and has touched the lives of over 3 million unique individuals. We are proud to offer exceptional care for families and individuals, quality prenatal care to expectant mothers and children with special health needs. Community First is NCQA-accredited (National Committee for Quality Assurance), meaning our health plan has undergone rigorous evaluation and review process and achieved successful certification to ensure our standards allow us to provide the best quality services to our members and providers. Our goal is that our community has access to health care for all stages of life and the assurance of care for the unexpected, when most needed.

## **2. PROJECT BACKGROUND**

Community First Health Plans, Inc. (Community First), is a nonprofit corporation formed by the Bexar County Hospital District, d/b/a, University Health (“UH”). Community First was incorporated in 1994 and was licensed by the state of Texas on October 6, 1995, to operate as a health maintenance organization (HMO). Community First provides health care services to enrolled subscriber groups through a network of health care organizations under both prepaid and fee-for-service contracts. The System’s board of managers appoints Community First’s board of directors and can impose its will on Community First.

Community First is issuing this Request for Proposals (“RFP”) to solicit proposals for an Auto Dialer System Provider. Interested Bidders may submit a proposal (“Proposal”) containing the information requested in this RFP. The Proposal may be submitted to bid for an Auto Dialer System, as well as auxiliary and/or complimentary services. Key to maintaining and improving our goal to Member access to quality health is our ability to provide avenues for members to receive current information regarding health programs, health care reminders, benefits, and time sensitive messaging in a time of crisis in addition to other important messaging.

## **3. SCOPE OF SERVICES**

Community First is issuing this Request for Proposals (“RFP”) to solicit proposals for an Auto Dialer System Provider. Interested Bidders may submit a proposal (“Proposal”) containing the information requested in this RFP. The Proposal may be submitted to bid for an Auto Dialer System, as well as auxiliary and/or complimentary services. The Auto Dialer System must be available to Members in both English and Spanish. Services must include the ability to deliver tailored health and marketing

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campaigns to segmented and targeted audiences, as well as the ability to access user data for health plan use. Services should also include the ability to integrate with QNXT core system.

Response should include details and information regarding the following:

- dialing strategies,
- campaign executions and timelines for completion,
- call transfer options,
- phone number strategy,
- call scripts (creation, recordings, options),
- call member consent, authorization, and opt-out options,
- data transmission and reporting requirements,
- call dispositions,
- transparent and clear pricing structure.

Community First currently conducts outbound calling for the following topics and number of members. Expansion of campaigns is foreseeable but will not be considered until post implementation of current call needs.

Number of campaigns: *5 campaigns, each in 2 languages*

- W30 – (STAR, STAR Kids, CHIP, Commercial) - 3 scripts
- WCV – (STAR, STAR Kids, CHIP, Commercial) 9 scripts
- Prenatal - (STAR, STAR Kids, CHIP Perinate, Commercial) – 3 scripts
- Recertification - (STAR, STAR Kids, CHIP) – 1 script
- STAR Kids – 1 script

Estimated members and frequency: *Volume varies monthly based on membership*

- W30 – 5,000-7,000 per month
- WCV – 120,000-130,000 per month
- Prenatal – 250-350 per month
- Recertification – 35,000 Members per month
- STAR Kids – 1,000 Members per month

Community First is limited to the Bexar Service Delivery Area, which includes Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson counties. [Zip code information can be found here.](#)

Community First will select one (1) Bidder to be contracted at Community First's discretion to perform the required services. The Bidder will provide services as set forth in the statement of work

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(“Statement of Work”, “Scope of Work”, or “Scope of Work”) pursuant to a contract(s) to be entered into with Community First.

Community First is under no obligation to order any work pursuant to this RFP.

#### 4. GENERAL TERMS AND CONDITIONS

**4.1 Group Purchasing Organizations (GPOs) and Cooperative Contracts (COOPs):** – Community First Participates in many different GPOs and COOPS. If your company participates in any Buying Groups and are awarded a contract, all sales, contracts, and orders will be reported back to the respective GPO or COOP. If the response submitted falls under a GPO or COOP state which one is applicable in your submittal response to this solicitation. Community First GPOs and COOPS of which it is a member, includes, but is not limited to: Premier, Intalere (Amerinet), First Choice, US Communities, Purchasing Solutions Alliance, TxMAS and the Texas Department of Information Resources (DIR).

**4.2 Formal Competitive Process:** This solicitation is a competitive bidding process managed by Community First. All questions or other matters related to this solicitation are to be directed to the Business Operations Manager for Community First or his designee.

**4.3 The Respondent understands and acknowledges that the Community First reserves the right to:**

- (a) at its sole discretion, reject any and all responses, to waive any formality or informality, or to change the listed dates.
- (b) request clarification of information submitted and to request additional information of one or more applicants.
- (c) at its sole discretion, modify or suspend any and all aspects of the selection process, including, but not limited to this solicitation, and all or any portion of the selection process subsequent to the solicitation, to obtain further information from any Respondent, to waive any defects as to form or content of the solicitation or any other step in the selection process, and to accept or reject any Respondent for entry into any contract.
- (d) award the contract to another Respondent(s) if the successful Respondent(s) does not execute a contract within thirty (30) days after the acceptance of the response by Community First.
- (e) Without further discussion, award one contract to a single or multiple companies after receipt of proposals. Therefore, Community First emphasizes the importance of submitting the most favorable terms in the initial response.

**4.4 Respondent Submittals/Responses: The Respondent understands and acknowledges the following:**

- (a) Respondents who submit a response to this solicitation do so at their own expense. Please note any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by the Respondent. The Health System and Community First will not pay or reimburse any respondent’s costs related to this solicitation or negotiation of any contract.

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- (b) A Respondent who does not respond to this solicitation by the due date may, at Community First's sole discretion, be eliminated from the selection process. Responses are due to Community First in accordance with the specifications of this solicitation.
- (c) Any response may be withdrawn up to the date and time specified for the submission of the responses. Any response not so withdrawn shall constitute an irrevocable offer, for a period of one-hundred twenty (120) days, to provide to Community First the services proposed, or until one or more of the responses have been accepted and approved by Community First.
- (d) Community First will independently verify the respondent's ability to perform as proposed.
- (e) The issuance of this solicitation does not imply any commitment on the part of Community First nor any of its individual representatives to accept in part or in whole any of the submitted proposals.
- (f) Any agreement or contract resulting from the acceptance of a response shall be approved by Community First. The contract shall contain, at a minimum, applicable provisions of this solicitation, **to include but not limited to performance guarantees, remediation provisions and reporting requirements contained in Community First agreements with Texas Health and Human Services Commission (HHSC) as applicable.** Community First reserves the right to reject any agreement that does not conform to its standard terms and conditions and any other Community First requirements for agreements and contracts.
- (g) Material exceptions to the solicitation, including terms and conditions, delivery, specifications, or payment terms may constitute grounds for rejection of the submission.
- (h) Community First, at its sole discretion, may select more than one vendor(s) which best serve Community First's interests.

**4.5 Respondent Waiver:** By Respondent's submission of a response to this solicitation, each Respondent waives any claim against the Health System or Community First by reason of any or all of the following: (i) any aspect of this solicitation, the selection process or any part thereof, (ii) any informalities or defects in the selection process, entering into any agreement, the failure to enter into an agreement, any statements, representations, acts, or omissions of the Health System or Community First, (iii) the exercise of any discretion set forth in or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

**4.6 Advertising:** The Respondent shall not use the Community First's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the President/Chief Executive Officer of Community First.

**4.7 License and Permits:** The Respondent shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Respondent shall supply Community First with evidence of such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits, and authorizations shall have been included by the Respondent in its proposal response.

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**4.8 Business Associate Information and Safeguards:** If applicable, Vender will enter into a Business Associate Agreement with Covered Entity. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or by law. Business Associate agrees to implement a comprehensive written privacy and security program that includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with the HITECH Act. Business Associate agrees to provide Covered Entity with a copy of its privacy and security program prior to the execution of any Agreement. Business Associate further agrees to provide Covered Entity with information concerning such safeguards as Covered Entity may from time-to-time request.

**4.9 Vendor Credentialing Services:** Community First utilizes a credentialing service to credential vendors. Community First requires all vendors or Respondents to be credentialed prior to obtaining access to any Community First facilities or systems. **Vendor or Respondent is solely responsible for any and all costs incurred by it as part of the credentialing process.** NOTE: This process only applies to the awarded Respondent(s). Awarded vendors or Respondents must have all employees that will be inside any Community First facility or system to submit to this process. Only those approved employees will be allowed to enter any Community First facility or system.

**4.10 Access to Community First Facilities and Systems:** **The Respondent understands, acknowledges, and agrees to the following:**

- (a) All vendor representatives, desiring access to Community First facilities or Systems must have an approved appointment, be credentialed through the vendor credentialing system, and register each time access is required. All of these requirements are to be met prior to access being granted for entrance to Health System properties or secure systems.
- (b) Upon approval of the vendor credentialing process, to gain access to any secure system the vendor must agree apply for access and agree to Community First conditions and terms of use. To gain access to the desired facility/department, the vendor representatives are to register, at the designated vendor credentialing location indicated in the Vendor Protocol Book, retrieve the appropriate photo ID badge and authorization to proceed to their destination.
- (c) Access to individual areas in Community First facilities is determined by the sensitivity of each area and the vendor representative's level of access. Vendor representatives will be permitted access only to those areas for which their credentialing is authorized and approved.
- (d) The vendor credentialing and registration process must be completed and approved before a vendor representative will be allowed access to facilities or to secure systems.

**4.11 Contract and Contract Conditions:** **If awarded a contract, Respondent agrees to the following:**

- (a) Contract Term: The contract will be awarded for the term outlined in this solicitation, commencing from the date of award. If delays in the solicitation process result in an adjustment of the anticipated contract effective date, the Respondent agrees to accept a

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contract for the full term of the contract. Unless otherwise specified in this solicitation, the initial **contract term is a three (3) year term with two (2) one (1) year renewal options.**

- (b) **Contract Renewal Option:** The contract may be renewed for the number of option years outlined in this solicitation by mutual written agreement between Community First and the Respondent. The original terms and conditions will remain in effect for any renewal period.
- (c) **Contract Transition:** In the event services end by either contract expiration or termination, it shall be incumbent upon the Respondent to continue services, if requested by Community First, until new services can be completely operational. The Respondent acknowledges its responsibility to cooperate fully with the replacement Respondent and Community First to ensure a smooth and timely transition to the replacement Respondent. Such transitional period shall not extend more than one-hundred twenty (120) days beyond the expiration date of the contract, or any extension thereof. The Respondent will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Community First.
- (d) **Contract Termination:** Community First shall have the right to terminate the contract at any time and for any reason upon sixty (60) days advance written notice.
- (e) **Price:** must remain firm and fixed for the duration of the contract term or agreed upon renewal options. Respondent will only be paid for services actually provided.

**4.12 Oral Presentations:** As part of the selection process, Respondent(s) may be asked to make oral presentations. If an oral presentation is requested, the Respondent(s) may be asked to elaborate on elements of their response and to demonstrate their understanding of the Community First request. The process of evaluating the proposals and conducting any subsequent interviews may extend, at a minimum, one month following the solicitation deadline.

This solicitation or request to make an oral presentation shall not obligate Community First to accept or contract for any services whatsoever. Community First reserves the right to request additional information or material deemed necessary to assist in the selection process and to modify or alter any or all of the requirements herein. In the event of a modification, all Respondent(s) who submit responses will be given an opportunity to modify their responses in the specific areas affected.

**4.13 Certificate of Interested Parties:** Community First requires Respondent to submit a disclosure of interested parties to Community First at the time the business entity submits the signed contract to the Community First. **Submittal of a false or incomplete disclosure will be grounds for immediate termination**

**4.14 Community First's Accreditation by the National Committee for Quality Assurance (NCQA).** If applicable, the awarded Respondent agrees to review and shall review all information available to it concerning NCQA's accreditation of Community First. Respondent and its personnel shall perform the work in strict compliance with NCQA Accreditation Standards, and any other standards of NCQA that are or become applicable to the Project. If the Respondent determines either that the Project Coordinator or any other service provider is unaware of information concerning NCQA provided by the Respondent or that any of them is acting in violation of NCQA standards, then Respondent

shall notify or otherwise report such violation to Owner. Under no circumstances shall Respondent actively or passively cause, or knowingly permit others to cause Owner to be in violation of NCQA standards. The awarded vendor shall submit performance improvement results to Community First at least four (4) times a year or as directed by Community First's calendar and using Community First's standard reporting format. The vendor shall maintain all conditions set out by any regulatory body overseeing nutritional services, including, but not limited to NCQA, Texas Department of Health and Human Services, Texas Department of Insurance and Texas State Codes.

**5. SOLICITATION INSTRUCTIONS**

**5.1 Pre-Submittal Conference:** Unless otherwise advised by Community First, no pre-submittal conference will be held.

**5.2 Vendor Questions:** Vendor's questions regarding any aspect of this solicitation shall be submitted to the Community First Creative Services Director, via the following e-mail address: [RFPResponse@cfhp.com](mailto:RFPResponse@cfhp.com)

**5.3 Responses:** Respondents are invited to submit proposals (one marked ORIGINAL) and Two (2) copies for this project. ***Respondents may be required to submit two (2) separate flash drive(s) (thumb drive).*** The Respondent shall print or type his or her name and manually sign the Solicitation, Offer, Acceptance, and Award and Schedule (if applicable). Contact should be made through the Community First Contact Provided. **NOTE: Electronic submissions are permitted at this time (in lieu of paper submissions).**

Proposals for this Community First request for proposal will be received at the following location:

**Community First Health Plans**

**Judy Razo, Executive Director,  
Corporate Communications & Experience  
12238 Silicon Drive, Suite 100  
San Antonio, TX 78229**

For Electronic Submissions: [RFPResponse@cfhp.com](mailto:RFPResponse@cfhp.com)

- TAB 1 – Signed Solicitation and Amendments**
- TAB 2 – Community First Health Plans Standard Terms and Conditions**
- TAB 3 – Project Team and Subcontracting and Good Faith Effort Plan**
- TAB 4 – Pricing**
- TAB 5 – Statement of Interest and Qualifications**
- TAB 6 – Other Requirements**
- TAB 7 – Evaluation Criteria**

Company Name: \_\_\_\_\_

**TAB 1**  
**Signed Solicitation and Amendment(s)**

Include in this Tab a complete copy of the solicitation, to include:

- A signed copy of the solicitation cover page;
- All pages of the solicitation with company name inserted at the footer where indicated;
- Any Amendment(s) released by Community First.

Company Name: \_\_\_\_\_

**TAB 2**  
**Community First Health Plans, Inc. (Community First)**  
**Standard Terms and Conditions**

**Attach a signed copy of Community First's Standard Terms and Conditions include herein.**

**Precedence of the Community First's Standard Terms and Conditions:** The contract resulting from this procurement shall consist of the specification included herein, Community First's Standard Terms and Conditions, any amendment(s) to this solicitation, the Respondent's proposal, and the Community First's Contract Term Sheet. **In the event of a conflict between the provisions of this solicitation, including any amendments to this solicitation, and the Respondent's proposal, the solicitation and/or the Community First's Standard Terms and Conditions shall govern.**

**NOTE THE FOLLOWING REGARDING COMMUNITY FIRST HEALTH PLAN'S STANDARD TERMS AND CONDITIONS:**

In submitting a response, the Respondent will be deemed to have agreed to each clause of the solicitation and the Community First's Standard Purchase Terms and Conditions unless the vendor's response clearly identifies an objection, sets forth the basis for the objection, and provides substitute language addressing the Respondent's concerns.

**If a company is taking exception to the Community First's Standard Terms and Conditions, the company must submit with the response the proposed exceptions. Any sections that are not applicable indicate so by placing "N/A" beside the appropriate section. Any other revisions to the Community First's terms and conditions will have to be approved by the Community First. However, if a company presents what is considered excessive exceptions or additions to Community First's Standard Terms and Conditions as deemed unacceptable or not in the best interest to Community First, Community First reserves the right to consider the proposer non-responsive and therefore will be removed from consideration.**

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### **TAB 3**

## **Subcontracting and Good Faith Effort Plan**

**SUBCONTRACTING:** Please indicate how much and of which discipline(s) you intend to subcontract to another firm. If your firm intends to perform the services for all listed disciplines, then provide a statement to that effect. If you intend to subcontract any discipline, then provide the information for the subcontracting firm as part of your submittal package. Community First reserves the right to accept or decline any subcontracted firms. The respondent is required to submit a Good Faith Effort Plan form and all Small, Minority, Women and Veteran Owned Business Enterprises (SMWVBE) certification certificates for the respondent or their subcontractors as part of the submittal package. Respondent and/or their agents may contact the Supplier Diversity for assistance or clarification with issues specifically related to the SMWVBE Program policy and/or completion of the Good Faith Effort Plan form at the end of this solicitation. The Good Faith Effort Plan form is attached to the end of this document.

As a recognized leader in managed care, Community First is committed to Supplier Diversity. Community First will make every effort to ensure that Diverse Vendors such as Small, Minority, Women, and Veteran Owned Business Enterprises (SMWVBE) are provided the maximum practicable opportunity to participate as a supplier, vendor, or Respondent for products and/or services provided to the Community First. **No unlawful discrimination will be made against vendors or Respondents, because of race, color, religion, sex, age, national origin, physical disability/handicap, or mental disability/handicap.**

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## Good Faith Effort Plan for Prime Vendors

Name and Number of Proposal: \_\_\_\_\_

### SECTION I – CONTACT INFORMATION

Respondent Information: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Is your firm certified?  Yes  No If Yes, which certifying agency?: \_\_\_\_\_

Type of Certification (*check all that are applicable and provide a copy of the certificate*)

\_SBE     
 \_WBE     
 \_MBE     
 \_DIBE     
 \_VBE     
 \_HUB

### SECTION II – UTILIZED SMWVBE VENDORS

List all subcontractor/suppliers that will be utilized on this project. Respondents will be required to provide reports of the actual payments to all subcontractor which will be used for SMVBE participation tracking purposes.

Name & Address of Company	Scope of Work to be performed or supplied	Estimated Total Contract Amount (\$)	Certification Type (SBE, WBE, MBE, ETC.)

Company Name: \_\_\_\_\_

**SECTION III – GOOD FAITH EFFORT**

A. List all the firms you contacted with the subcontracting opportunities for this project that will not be utilized for the contract. Written notices to firms contacted by the respondent for the specific scopes of work identified for those opportunities must be provide not less than **5 business days prior to the proposal due date. Please submit copies of the written notices to all firms contacted with this document.**

Name & Address of Company	Scope of Work to be performed or supplied	Date Written Notice was Sent	Certification Type (SBE,WBE, MBE, ETC.)

B. Did you contact any trade organizations/minority organizations to advertise the subcontracting opportunity? If so, please list which organizations:

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C. Please list any additional outreach activities or advertising done for this project:

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Company Name: \_\_\_\_\_



**SECTION IV: AFFIRMATION**

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that this document shall be attached and submitted with my proposal; making this a binding part of the contract.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For assistance or questions, please contact the Compliance Office at:**

[Community First\\_Regulatory@cfhp.com](mailto:Community First_Regulatory@cfhp.com)

Company Name: \_\_\_\_\_

## **TAB 4**

### **Pricing**

**Respondents must outline all pricing and applicable fees, to include required travel. Pricing submission must be clear and comprehensive based on the Scope of Work requested in this solicitation bid. Respondent must all clearly state under what conditions additional costs could occur during completion of the scope of work.**

Please provide a detailed pricing plan that includes, at a minimum, the following elements:

1. Pricing methodology and structure (e.g., time and materials, fixed price or per user, milestones, etc.), including any expenses. Indicate milestones/key deliverables and all associated costs.
2. Provide details on any special or add-on fees and description of when these fees apply, to include customization, ad hoc reports, and all other related costs.
3. What is the fee for setup/implementation/storage?
4. What is the term for your standard contract?
5. In the instance where milestone/deliverable is not met, who is financially responsible for additional time needed to achieve the milestone/deliverable?
6. Explain costs associated when updates are needed as a priority.
7. Clearly outline what performance guarantees will be in place during the implementation process and post go-live.
8. Clearly outline training cost and allotted hours to Community First staff.
9. Are there any third-party fees Community First should expect to pay for services? If so, please explain.
10. Provide the percentage of cost associated with contract renewal terms beyond the initial term of the standard contract.

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## **TAB 5**

### **Statement of Interest & Qualifications**

#### **Statement of Interest:**

Provide a brief history of the firm, information about principals, the services offered, the number and type of professionals and other staff members (Respondent firm only), business volume and applicable experience over the past five years.

Please provide information about your organization including, but not limited to, the following:

1. A brief history of the organization
2. Key attributes that distinguish the organization
3. Information about the services offered
4. History of work with Medicaid, Medicare, marketplace, and commercial payer health plans in the State of Texas.
5. Three (3) business references
6. Organization chart (please include the Project Manager for this scope of work and next level for escalation of issues that may arise)
7. Historically Underutilized Business (HUB) certification, if applicable
8. Organizational demographic composition, to include but not limited to, ethnicity and gender

#### **Qualifications:**

Provide details in your submission that demonstrates qualifications to perform the services as outlined in this solicitation bid. Discussion of proposer's qualifications, including Firm's:

1. Organizational structure (e.g., corporation, partnership, etc.)
2. Number of years in business
3. Scope of services available

Company Name: \_\_\_\_\_

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4. Relevant background and experience with Public Agencies, Health Care organizations, non-profits, attestation that Respondent has not been sanctioned or excluded from participation by HHSC and/or CMS, etc.
5. Certifications and/or Assessments for internal controls. List certifications received (i.e., SOC I and SOC II). How often does the Respondent engage in the process? When is the last period Respondent was audited and achieved certification?
6. Provide NCQA Accreditation if available.
7. Copies of the Bidder's most current financial statements.

**Respondent Background:**

Please provide information about the qualifications of your organization that will meet Community First's needs including, but not limited to, the following:

1. General history and experience performing services for payer clients. Include specific information concerning the location of headquarters and branch offices that will be providing services and the number of years providing services.
2. Any history of performance, corrective action plans or litigations.
3. List of any best practices related to the business, implementations, and transition planning.
4. Services provided/conducted offshore (**NOTE: Community First will not contract or accept any offshore services**). Are any relevant services conducted or sub-contracted to offshore operations?
5. Provide a description of the methodology the Bidder will use to meet the Scope of Work (Scope of Work) requirements.
6. Include a staffing plan, identify any key personnel who will be assigned to the project, and describe how staff continuity will be provided.
7. Identify any assumptions or variables that may impact the scope, schedules, or pricing.
9. Provide a comprehensive quality control plan Bidder will use to ensure the required services are provided as specified in the Scope of Work.
10. Give a brief description of any acquisitions, mergers, or divestitures that your company has been involved in over the past 5 years, and how (if) these may affect future product releases, upgrades, etc.

Company Name: \_\_\_\_\_

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11. How many clients are operating on the system you are proposing?
12. Provide historical data on traffic/usage to your platform solution(s).
13. How long has the system(s) been installed at other client locations?
14. Provide visual presentation of platform screens and/or navigation of dashboards.

Company Name: \_\_\_\_\_

## TAB 6 Other Requirements

All bids **must** include detailed submissions and respond to the following:

Answer the following questions relative to the solutions being proposed to Community First. Each Column should be an aggregate up to the year identified.

Bidder Information		2022	2021	2020
1.	Total active members supported			
2.	Total active providers supported			
3.	Total number of active clients			
4.	Total active Texas clients			
5.	Total active Texas members			
6.	Total active Texas providers			
7.	Total clients with Medicaid business			
8.	Total active Medicaid members			
9.	Total clients with Medicare business			
10.	Total active Medicare members			
11.	Total clients with Dual Eligible business			
12.	Total active lives for Dual Eligible business			
13.	Total clients with Commercial business			
14.	Total active lives with Commercial businesses			
15.	Total dollars spent on Research and Development each year for the product being considered by Community First			
16.	Total dollars spent on Research and Development each year as a percentage of overall annual budget			
17.	Total number of full-time employees			
18.	Total number of contract employees			
19.	Lost Accounts – List all contracts for the services provided in this Proposal that your company had lost or terminated for any reason since product has been on the market. <ul style="list-style-type: none"> <li>• Contact name and phone number</li> <li>• Company name</li> <li>• Address</li> <li>• Contract starting date and length</li> <li>• Description of service</li> <li>• Reason for termination</li> </ul>			

Company Name: \_\_\_\_\_

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20.	How many clients are currently in implementation?			
21.	How many clients use the system to meet accreditation standards?			

**Financial Statement:**

Provide a financial statement for your most recent fiscal period for your operating unit and the parent corporation (if applicable). Include a complete set of audited financial statements for the previous three (3) years and a complete set of unaudited financial statements for the current year. In addition to the financial statement, please provide a bank reference. Also, provide the latest audited financial report of all sub-contractors, joint venture partners, etc., who will provide service under this contract.

**Quality Credentials:**

Please provide the auditing standard for internal controls in your company. Are your auditing controls certified by Statement on Auditing Standards No. 70 (SAS 70), Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or any other quality certification? Has your company received any quality awards? If so, please describe below.

Company Name: \_\_\_\_\_

**Implementation Strategy:**

Please provide the Implementation Strategy of your company’s implementation process and describe your implementation history and experience. Please provide all information as accurately as possible (Questions 1–39).

Implementation Strategy Item		Bidder Response
1.	Describe your implementation approach: <ul style="list-style-type: none"> <li>• Project Planning</li> <li>• Describe the Various Phases</li> <li>• Estimated Time to Accomplish</li> <li>• Resource Involvement (vendor/client)</li> </ul>	
2.	Describe your transition plan for clients that have existing autodialer services?	
3.	Who does the majority of configuration (client/vendor/3 <sup>rd</sup> party)?	
4.	Describe the major areas requiring configuration/enhancement/customization.	
5.	What is the policy for gaps found during implementation?	
6.	Is there a dedicated project manager and implementation team?	
7.	Is there a separate Implementation Contract?	
8.	Are you able to create custom pages for each Community First line of business? In general, what can and cannot be customized?	
9.	If there is a data conversion required, are there utilities to assist with the conversion process?	
10.	What is a realistic implementation timeline for Community First’s scope of work?	
11.	Describe your resource pool, shared, or dedicated, and level of experience. Are they employed by your company, or are they external Respondents?	
12.	Are resources onshore, offshore, or near- shore? Please describe in detail.	
13.	Indicate business requirement process, flows, tools used to identify client needs.	

Company Name: \_\_\_\_\_

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14.	Indicate requirements/process/tools (i.e., automated conversion programs) to merge and cleanse data prior to conversion.	
15.	What is your experience and approach in assisting your clients in the design process? How do you gather user experience feedback to improve design?	
16.	Indicate the availability of documentation (i.e., data dictionary, business rules, business processes) to supplement the implementation process.	
17.	Do you allocate one project manager per individual product functionality?	
18.	Do you assign dedicated resources for configuration assistance, please describe?	
19.	Do you have separate implementation teams per release?	
20.	Indicate your policy or procedure for dealing with performance issues on behalf of the vendor implementation team. Provide problem escalation process.	
21.	Describe how you will communicate with Community First about the implementation project. Indicate frequency of reporting and contents of reports. How are implementation issues tracked, reported, and resolved?	
22.	Is the version of the software that is implemented a standard version?	
23.	How many active implementations are currently underway with other clients? What is your capacity to take on new clients?	
24.	How many implementations do you expect to a) start and b) be active at the time Community First expects to begin implementation?	
25.	What is your process to ensure a smooth implementation?	
26.	How do you ensure there are sufficient and appropriate resources allocated by your team to meet timeline objectives?	
27.	How do you set expectations to ensure there are sufficient and appropriate resources allocated by your clients to meet timeline objectives?	

Company Name: \_\_\_\_\_

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28.	How many implementations were started and then terminated? If any, can you explain why?	
29.	How soon can we expect to begin the implementation?	
30.	Please describe your testing environments and beta testing capabilities.	
31.	How much time/resources will be allocated to testing before changes go into production?	
32.	Is there a workflow that includes testing for major changes?	
33.	What is the timeliness or turnaround time in implementing content updates?	
34.	What is the timeliness or turnaround time in implementing major or minor changes?	
35.	Have you had any experience integrating your web solution with EMRs? If so, which EMRs?	
36.	Have you had any experience integrating your web solution with appointment scheduling solutions? If so, which ones?	
37.	If changes or modifications are required during the implementation project plan who is responsible for additional costs?	
38.	If agreed upon target implementation go-live date is not met what concessions are made to Community First?	
39.	Have you had any experience integrating your web solution with interactive tools which collect electronic approvals and signature from members and providers, for a member's service plan?	

Company Name: \_\_\_\_\_

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**Enhancement Strategy:**

Please provide the Enhancement Strategy of your company’s implementation process. Please provide all information as accurately as possible (Questions 1–15).

Enhancement Strategy Item		Bidder Response
1.	Describe your enhancement approach: <ul style="list-style-type: none"> <li>• Project Planning</li> <li>• Describe the Various Phases</li> <li>• Estimated Time to Accomplish</li> <li>• Resource Involvement (vendor/client)</li> </ul>	
2.	Do you provide clients with final sign-off to approve enhancement design and acceptance?	
3.	What documentation is typically included in the enhancement process?	
4.	Please describe your requirements gathering process, documents or tools uses, etc.	
5.	Who does the majority of the requirements gathering (client/vendor/3 <sup>rd</sup> . party)?	
6.	What is the policy for functionality gaps found during implementation of enhancements?	
7.	Are there a dedicated project manager and team for enhancements?	
8.	Is there a separate contract for each enhancement?	
9.	Are there utilities to assist with versioning?	
10.	Describe your resource pool, shared or dedicated, and level of experience.	
11.	Indicate your policy or procedure for dealing with performance issues on behalf of implementing enhancements. Provide problem escalation process and resolution steps.	
12.	For how many of your existing clients do you manage all their enhancements?	
13.	Do you maintain one version of code or does each client potentially have its own version. If multiple versions exist, please describe your process for keeping them organized.	
14.	If you maintain one version of code, are all	

Company Name: \_\_\_\_\_

	enhancements rolled out to all clients? Is there a way to protect certain functionality?	
15.	Do you support all state and federal mandates that your clients are required to meet? Are these paid enhancements or included in support and maintenance? Would you be willing to contractually support meeting these requirements?	

Company Name: \_\_\_\_\_

**Campaign Management Enhanced Functionality:**

**User Functionality:** (Questions 1–4)

Functionality Item		Bidder Response
1.	Please describe your super-user functionality in-house management of campaigns.	
2.	How do you manage validation of data from Community First databases to accurately reach Members?	
3.	Please describe any future forecasted innovation you have planned.	
4.	Please describe permission features for Members to view dependent health information.	

**User Training:** (Questions 1–14)

Training Item		Bidder Response
1.	Describe your training approach.	
2.	Please describe the following of any training programs you make available <ul style="list-style-type: none"> <li>• Module or Application Name</li> <li>• Description</li> <li>• Recommended Attendees</li> <li>• Length of Course</li> <li>• Location</li> <li>• Included in Base Price</li> </ul> (Attach your existing course catalog, if all pertinent information is described)	
3.	Please provide sample training documents referenced above.	
4.	Do you provide customized training documentation?	
5.	Indicate any specific requirements for training facilities or equipment.	

Company Name: \_\_\_\_\_

6.	Can you provide on-site and/or virtual training? If so, describe the types of trainings, number of sessions and number of participants.	
7.	List any training tools or products used.	
8.	What third-party or technology-specific training will be required?	
9.	Indicate the estimated number of training hours needed for each level of training, i.e. administrators, advanced, beginning, etc.	
10.	Indicate availability of online training documents and/or eLearning modules along with cost.	
11.	Do you provide training specifically for system administrators?	
12.	Describe the methodology used to provide ongoing training for system upgrades.	
13.	How frequently will you update instructor-led trainings and eLearning modules?	
14.	Describe your process for ensuring competency after each training session. How will you ensure staff is proficient after each session? Please describe any follow-up that will be provided.	

Company Name: \_\_\_\_\_

**Technical Requirements:**

This section is divided into three (3) categories: Architecture/Operations, Software and Security. Please provide all relevant information as accurately as possible. Base your requirements on the background information provided in previous sections. If multiple operating systems are supported, please provide the appropriate hardware information for each operating system.

**Architectural/Operations:** (Questions 1–21)

<b>Architecture/Operations Item</b>		<b>Bidder Response</b>
1.	What architecture models are available (hosted, non-hosted, other)? For all of the items below, please be specific as to which model is applicable.	
2.	Server Requirements <ul style="list-style-type: none"> <li>• Number of Servers</li> <li>• Disk Storage</li> <li>• Memory</li> <li>• CPU</li> <li>• Supported OS</li> <li>• Supported Databases</li> <li>• Supported Application Servers</li> <li>• Other Configuration Needs</li> </ul>	
3.	Client Requirements <ul style="list-style-type: none"> <li>• Physical Disk</li> <li>• Memory</li> <li>• CPU</li> <li>• Monitor resolution</li> <li>• Supported OS</li> <li>• Supported databases (SQL, Oracle, etc.)</li> <li>• Data Connectivity Process</li> <li>• Other Configuration Needs</li> </ul>	
4.	Are the client applications browser- based, fat-client or other? Please describe.	
5.	If client is browser-based, is there a particular browser required (Internet Explorer, Edge, Chrome, FireFox, etc.)? List all browser versions supported and not supported.	
6.	What data transfer protocols do you support?	
7.	What oversight and monitoring tools are built into the product?	

Company Name: \_\_\_\_\_

8.	What different hardware platforms has the product been benchmarked on, and what are those benchmarks for performance-based measures?	
9.	Describe backup procedures and backup requirements in the proposed system.	
10.	Please describe your disaster recovery and business continuity strategy.	
11.	Describe the process for archiving historical data.	
12.	<p>Please provide an architectural diagram of your system. Additionally, provide a summary, if available, of:</p> <ul style="list-style-type: none"> <li>• Application Architecture</li> <li>• Database Management/Data Warehouse</li> <li>• Workstations and Peripherals</li> <li>• E-commerce/Web Integration</li> <li>• Performance and Scalability</li> <li>• Imaging</li> <li>• Workflow/Document Management</li> <li>• Middleware/Interfaces</li> <li>• Network Management</li> </ul>	
13.	Describe procedures for software upgrade installation on server and client.	
14.	Please address system capability of allowing remote access/processing from Community First client locations.	
15.	Provide information on the maximum capacity of the proposed application without changing/upgrading the Central Processing Units.	
16.	Address any scalability limitations/issues given Community First current Covered Lives size and processing requirements.	
17.	Is the User Interface consistent across all system components and applications? (i.e., consistent screen design and navigation, commonality between web and internal interfaces, etc.).	
18.	How well integrated are system components in terms of data sharing across major functional units of the organization?	
19.	<p>Identify any current or future relationships with third-party vendors or business partners to fulfill the requirements outlined in this RFP. Please provide:</p> <ul style="list-style-type: none"> <li>• Nature of relationship</li> </ul>	

Company Name: \_\_\_\_\_



	<ul style="list-style-type: none"> <li>• Length of relationship</li> <li>• Technologies developed jointly or shared</li> <li>• Future plans for collaborative, design, development and implementations.</li> </ul>	
20.	Please describe your software development cycle and change control process. Also include any details on your typical/average development cycle time and any phases involved.	
21.	Please describe your QA process both internally and with any 'early adopters' or test cycle process.	
22.	Explain levels of control based on the solution model. For example, if the product is hosted, does all control reside with the vendor or can CFHP manage the process.	

Company Name: \_\_\_\_\_

**Software Requirements:** (Questions 1–26)

Software Item		Bidder Response
1.	Describe your method for identifying and resolving duplicate records.	
2.	List and explain your ability to interface with third-party applications.	
3.	Can users be on-line at the same times as batch processing without a degradation of system performance? If so, how many?	
4.	What processes are run in batch mode vs. real time?	
5.	How record/data changes are processed (transactional, direct with record locking, table locking, etc.)? How does the system resolve data conflicts?	
6.	Are source code or APIs available, please describe?	
7.	Describe ability to navigate directly to any screen or menu in the system by a single command from anywhere in the system.	
8.	Does application run in a GUI environment? If so, does application require additional software such as a terminal emulator to operate in a GUI environment?	
9.	Do you include user documentation for: <ul style="list-style-type: none"> <li>• Standard reports</li> <li>• Application screens and field requirements</li> </ul>	
10.	Do you include technical documentation for: <ul style="list-style-type: none"> <li>• Data element dictionary</li> <li>• Narrative for each function and element</li> <li>• Record and file specifications</li> <li>• All process operating instructions</li> <li>• Naming conventions and programming standards</li> </ul>	
11.	Does system provide screen level and/or field level online help?	
12.	Provide a breakdown of all programming languages used.	
13.	Explain how your system allows the	

Company Name: \_\_\_\_\_

	maintenance and retrieval of historical information.	
14.	Explain what information in your system is stored with effective and termination dates.	
15.	Explain your system's approach to error and audit reporting.	
16.	Explain your system's ability to extract information for internal and external needs, being able to select any combination of fields, for changing demands of our clients as well as changing information needs from downstream systems as they are being changed or replaced.	
17.	Explain your system's capability for data reporting and extracting data. Is there an on-line reporting tool that you recommend for use with your system? Can all existing reports be easily downloaded for configuration of the report data? Does your system have the ability to store and track historical data for trending and forecasting? Explain your system's capability for ad-hoc (custom) reporting. Is this a proprietary technology? Describe if/how existing reports can be customized by the client.	
18.	How are changes to reports (canned or custom) handled?	
19.	Does your system provide the ability to make mass changes to common data elements, such as telephone area code changes? Explain.	
20.	How are SQL (or other programming) commands fed to the system for the systems administrators to perform mass updates?	
21.	Describe what standard system-generated documents you provide. Example: Letters, labels, welcome packets, etc.	
22.	Explain the capability of exporting and/or importing the provider database data easily to other systems.	
23.	How do the systems administrators access and modify data at the table/record/field levels? Will the system allow connections through some type of API?	

Company Name: \_\_\_\_\_

24.	How are record adds/changes/deletes identified so differential updates can be performed to a data warehouse?	
25.	Is your system modular? How are the individual modules integrated to function with each other? Is there a single sign-on for all modules?	
26.	How does your user interface design facilitate task workflow and completion?	

Company Name: \_\_\_\_\_

**Security:** (Questions 1–29)

	<b>Security</b>	<b>Bidder Response</b>
	<b>A. Password controls</b>	
1.	Does the planned implementation of the system leverage Community First’s directory structures for authorization and authentication?	
2.	Does the system enforce: specified minimum length password (i.e. at least 8 characters)? Please describe.	
3.	Does the system enforce user passwords to have 3 out of 4 types: numbers, upper case, lower case and special characters? Please describe.	
4.	System enforced: user passwords are changed at least every 180 days.	
5.	Does the system disable User IDs after 5-10 consecutive invalid login attempts? Please describe.	
	<b>B. Security Administration</b>	
6.	Who administers the security on the system – Vendor or Community First? What is the process?	
7.	System allows for patching and updating of platform technologies immediately upon patch issuance (e.g. MS Security Updates).	
8.	System automatically logs users off after a specified period of inactivity. Is this period configurable? Please describe.	
9.	System provides the capability to place security controls on each system module and on confidential and critical levels within each module.	
10.	System provides capability to restrict access to particular records within the system, based on user ID.	
11.	System provides secure database communication (e.g. ODBC over SSL, web services, etc.).	
12.	System physically separates application and database layers.	
13.	Security features comply with applicable federal regulations (HIPAA) for data integrity, confidentiality, auditing, and availability.	
14.	When and how often is system maintenance performed? Explain this process and if there is any messaging to the member or provider? How long is the system down?	

Company Name: \_\_\_\_\_

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15.	Does vendor perform a Systems and Organizational Controls (SOC II) audit? How often is it performed? When necessary, will you provide a bridge letter? Are both of these documents made available to your customers upon request?	
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Company Name: \_\_\_\_\_

	<b>C. Activity Logging</b>	
15.	System logs access attempts and successful logins by date, time and user ID.	
16.	System maintains an audit trail of administration and maintenance performed by date, time, and user ID.	
17.	System logs all user access to patient information.	
18.	System report writing utility authenticates users and establishes rights based on user role or status.	
19.	Report writing can limit access to specific tables and data elements for different types of users.	
	<b>D. Networking and Compatibilities</b>	
20.	Does the system store restricted information on client? If yes, are there capabilities to ensure security of client data.	
21.	System supports secure transmission of data to external parties or sites.	
22.	The system is compatible with?	
23.	What file formats do you accept when exchanging data (JSON, flat, etc.)?	
24.	If licensing is required, how is it tracked, updated, assigned, released and administered? This question is N/A if you have an unlimited user license model.	
	<b>E. Bidder Actions</b>	
25.	There is a process for testing security and performance of proposed and likely interfaces. Please describe.	
26.	Bidder will notify Community First promptly upon becoming aware of system security vulnerabilities.	
27.	When administering systems, personnel from Bidder will follow Community First privacy and security policies.	
28.	When administering systems, Bidder actively monitors system and will notify Community First promptly of potential security incidents.	
29.	When administering systems, Bidder maintains access, maintenance and security audit logs for a reasonable time and will make those available to Community First upon request.	

Company Name: \_\_\_\_\_

**Support:** (Questions 1–38)

Support Item		Bidder Response
1.	Describe your level of support during implementation and post live. How long after go-live are clients moved to full- time support?	
2.	Where are your help desks/support centers located? What hours do they maintain? How do you handle off-hour or critical requests? Do you support client time zone?	
3.	How many of your support personnel are onshore? (Offshore is not eligible for this Scope of Work.)	
4.	Describe your support policy for clients. <ul style="list-style-type: none"> <li>• Is there a hot-line?</li> <li>• Is there a dedicated account manager or team?</li> <li>• How are calls tracked and prioritized?</li> <li>• How/who determines if an issue is resolved?</li> <li>• How do you identify a fix, vs. enhancements?</li> </ul>	
5.	How many support personnel do you employ? Do they specialize by module? If so, provide breakout by module.	
6.	Describe levels of expertise within your support organization (e.g. Level 1–Triage, Level 2–Subject Matter Expert, etc.).	
7.	What is the staff turnover rate in your support department?	
8.	Are defects or bugs communicated to all clients? If so, how? How are bug fixes implemented? How is the priority determined?	
9.	Will you rewrite code if a bug prevents us from operating your software?	
10.	How quickly do you engineer your software to run on new system products (e.g. Windows, SQL Server, etc.)?	
11.	What is your ability to provide remote technical support and troubleshooting (e.g. dial-in access)?	
12.	Describe how remote system access may be handled by users, and any recommended 3 <sup>rd</sup> party tools to accomplish it (i.e., Citrix).	
13.	Do you have any recommended approaches to back-up and disaster recovery?	
14.	Is there a user group? What is its purpose? How often	

Company Name: \_\_\_\_\_



	does the group meet? Are there subgroups or subcommittees to address specific items?	
15.	Is there a mechanism to facilitate client communication?	
16.	Is there a knowledge base for known issues?	
17.	Are there performance guarantees or service level agreements for any of the following? <ul style="list-style-type: none"> <li>• Software Delivery</li> <li>• Acceptance Testing</li> <li>• Response-time (on-line)</li> <li>• Response-time (batch)</li> <li>• Response time for vendor service calls</li> <li>• Downtimes</li> <li>• Software updates</li> <li>• Documentation updates</li> </ul>	
18.	How long are previous releases supported?	
19.	What has been your software release schedule over the last three years? When is the next scheduled release?	
20.	What criteria determine the need for a new release?	
21.	How are enhancements incorporated? Do all clients get all enhancements or are there custom releases? Is the product fully regression tested?	
22.	What are the rates for support services beyond standard support (i.e. weekend, evenings, on-call, etc.)?	
23.	What are the rates for custom product enhancements?	
24.	Do you charge for product enhancements that go into your core product?	
25.	What are the rates to retro-fit prior custom enhancements into new releases?	
26.	Describe your problem resolution/escalation process relative to 3 <sup>rd</sup> party integrated products. Is your support resolution external or outsourced?	
27.	Are there areas of support outside the standard contract that are billable? Please describe.	
28.	Indicate whether you have an on-line system in place to track new and incoming calls from customers, as well as keeping a history of all support calls.	
29.	Do you have a mechanism in place to track response times of incoming calls from customers, by individual client and by product?	
30.	Do you have any web-based tools to allow clients	

Company Name: \_\_\_\_\_

	track/monitor their own support calls?	
31.	Do you have ability to report statistics on response and resolution time?	
32.	Do you solicit feedback concerning your help desk, training and maintenance services as well as an overall evaluation of services and products provided to customers? If so, include a copy of the results of any survey.	
33.	Is there an automated mechanism to submit enhancement recommendations throughout the year?	
34.	How are software warranties affected by software modifications?	
35.	How many releases are supported at a given time? How frequently are major releases (with database changes and new functionality) put out? What is the policy around maintenance releases (i.e. frequency, do they contain new functionality or just bug fixes, etc.)?	
36.	Please include customer service statistics including response time for call center, off-hour and critical inquiries over the last 2 years.	
37.	Do you have any current client testimony you can share regarding your customer service?	
38.	Do you conduct regular customer service surveys? If so, how frequent? What do you do with this data and is it published to clients?	

Company Name: \_\_\_\_\_

**Regulatory Requirements:**

Please describe how your organization and application assist your clients with meeting regulatory requirements.

**Regulatory:** (Questions 1–7)

Regulatory Requirements		Bidder Response
1.	How does your system help your clients meet and/or <b>maintain</b> NCQA requirements?	
2.	How does your system help your clients meet CMS and other Federal regulatory requirements?	
3.	How does your system help your clients meet state mandated (Medicaid/Medicare/ Commercial and Exchange) requirements?	
4.	How do you ensure your solution meets all HIPAA PHI requirements?	
5.	Do you have user group committees to address regulatory compliance?	
6.	Are you SOC 2 compliant and can you provide an annual report from an outside/independent auditor?	
7.	Does your platform allow Members to opt-in and opt-out of text and email messages? If so, please describe the documentation and/or reporting that is available Community First if proof is requested to be provided by a regulatory agency?	

Company Name: \_\_\_\_\_

**Access Features:** (Questions 1–7)

Please describe the accessibility features of your application.

<b>Access Features</b>		<b>Bidder Response</b>
1.	Can users be segmented?	
2.	Are scripts available in English and Spanish? Any other languages?	
3.	What kind of user roles are set up for Community First staff to manage scripts and campaigns?	
4.	Are scripts recorded by Community First or the vendor?	
5.	If recorded by the vendor, is there a selection of talent to choose from based on accents and annunciation?	

Company Name: \_\_\_\_\_

**Marketing & Communication Features:** (Questions 1–6)

Please describe the marketing and communication features of your application.

<b>Communication Features</b>		<b>Bidder Response</b>
1.	Describe the auto dialer features of your product.	
2.	Describe additional features and channels of communication offered beyond auto dialer. (answer N/A if not available).	
3.	Does the platform have pre-built health education and campaigns for our use? Do you offer content development services to assist Community First in creating health education and campaigns? If so, please explain and include if there are any additional fees.	
4.	Describe the level of branding and tailoring available.	

Company Name: \_\_\_\_\_

## **TAB 7 Evaluation**

The selection of the Vendor will be based upon evaluation by Community First considering all appropriate factors and criteria (subjective and otherwise) as Community First may, at its sole discretion, deem relevant. In no event will Community First be limited to selecting a successful respondent based solely upon total vs. cost submissions. Community First RFP Bidders are to be evaluated on the following factors including, but not limited to:

- (a) Pricing
- (b) Quality of service
- (c) References/ Previous relevant experience
- (d) Bidders' willingness to accept the terms and conditions and Scope of Work requirements outlined by Community First. Community First retains the right to determine if Bidders' exceptions are material, singularly or in total, such that Community First may deem the Proposal non-responsive and not subject to further evaluation.

Additional evaluation criteria for this RFP includes:

- (e) Product functionality capable of meeting current and future Community First Requirements.
- (f) Bidder is stable and has demonstrated a successful history with clients similar to Community First.
- (g) Bidder can successfully demonstrate systems.
- (h) Bidder is more than a developer responding to client requests but can clearly communicate their vision and thought leadership for this market space.
- (i) Bidder can demonstrate case studies where their innovation has brought a measurable change to their clients' business.
- (j) Bidder's technologies used are stable, yet progressive, and are consistent with Community First's technology vision.
- (k) Bidder's organization is able to demonstrate substantial industry expertise in Medicaid, Medicare and Dual Eligible, Marketplace, and Commercial membership.
- (l) Bidder's organization is able to demonstrate system agility to meet changing market and/or regulatory requirement demands in a timely fashion. Define "timely" by submitting a project plan.
- (m) Bidder's resources are available and appropriate for anticipated project scope and support requirements.
- (n) Bidder's financial stability as indicated by submission of required financial statements.
- (o) Bidder's comprehensive description of company and solution(s).
- (p) Bidder's NCQA Accreditation.

Company Name: \_\_\_\_\_

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## STANDARD PURCHASE TERMS AND CONDITIONS

As used herein, the term "Seller" shall mean any bidder, offeror, vendor, service provider or other person or entity responding to this procurement opportunity. Upon award of a contract hereunder, the term "Seller" shall apply to the contract awardee (or contractor). "Buyer" shall mean the Community First Health Plans, a non-profit corporation created by the Bexar County Hospital District d/b/a University Health. Any references to "this contract" or "this agreement" shall mean any contract or agreement anticipated to ultimately be awarded hereunder regardless of whether a formal contractual document is executed or the award is made through notification of the successful bidder, offeror, vendor, service provider or other person or entity responding to this procurement opportunity without a contractual document labeled as such. In the event no formal contractual document is executed, the contract or agreement shall consist of the RFP/IFB (including the specifications/description of work and General Conditions) Seller's response (as accepted and to the extent it does not conflict with the terms contained herein) and these Standard Purchase Terms and Conditions.

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS:** If applicable, Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and
  - d. The number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carrier and any applicable specifications. Buyer's count shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **DELIVERY TERMS AND TRANSPORTATION CHARGES F.O.B.:** If goods are to be delivered pursuant to the contract, destination freight must be pre-paid unless delivery terms are specified otherwise in the procurement solicitation. Buyer agrees to reimburse Seller for transportation costs in the amount specified in either Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods. If Seller shall fail to make delivery in accordance with the established delivery schedule, the Buyer shall have the right to cancel the purchase in whole or in part and to purchase elsewhere and hold Seller responsible. Buyer reserves the right to invoice Seller for any increased costs incurred by the Buyer on any item purchased elsewhere, when Seller cannot supply according to the terms of the contract.
4. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives, takes possession and accepts the goods at the point or points of delivery.
5. **MINIMUM ORDER:** Unless pre-approved by Buyer, minimum order requirements and assessed handling fees by companies are unacceptable terms to the Buyer and will not be honored.
6. **NO REPLACEMENT OR DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform and the time for performance has expired, then this shall constitute a breach. Seller shall, however, have the right to substitute a conforming tender if the time for performance has not yet expired and the Seller may reasonably notify Buyer of its intention to cure to Buyer's satisfaction.

7. **INVOICES AND PAYMENTS:**  
Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery, or if this contract is one for services, by the 10th day of each month (unless otherwise specified). Each invoice shall indicate the purchase order number and the supply or service agreement number, if applicable. Invoices shall be itemized and transportation charge, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable should be attached to the invoice. Mail to Accounts Payable Department, Community First Health Plans, 12238 Silicon Drive, Suite 100, San Antonio, Texas 78249-3454.
8. **GRATUITIES:** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller or any agent with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of the contract. In the event this contract is cancelled by Buyer pursuant to this provision and without limiting any other rights or remedies available to Buyer, Seller shall forfeit the cost incurred by Seller in providing such gratuities.
9. **WARRANTY-PRICE:** The price shall be contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel without liability to Seller for breach.
10. **WARRANTY-PRODUCT:** Seller shall not limit or exclude any implied warranties or warranties mandated by law or regulation and any attempt to do so shall be of no effect and shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawing, and descriptions, the specifications shall govern.
11. **SAFETY WARRANTY:** To the extent applicable, all goods and/or services provided under this Agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of this Agreement. Additionally, all goods provided under this Agreement shall meet or exceed applicable standards established and promulgated by the Food and Drug Administration. In the event Seller fails to make the appropriate repair or correction within a reasonable time, repair or correction made by Buyer will be at Seller's expense.
12. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods (if any) at delivery before accepting them. Buyer shall have the right to review and inspect the progress of any work or services for which award is anticipated to be made hereunder, at all times.
13. **CANCELLATION:** The Buyer reserves the ultimate right for contract cancellation upon immediate notice should products or services be found to be inferior to specifications or if patient care/ human life is threatened.
14. **TERMINATION:**
  - a. **FOR CONVENIENCE:** This contract may be terminated by Buyer upon sixty (60) days written notice to Seller. Further, the performance of work or delivery of goods under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" thirty days prior to cancellation. In no event shall such termination by Buyer under this Section give rise to any liability on the part of Buyer. Buyer's sole obligation hereunder is to pay Seller for products and/or services ordered and received prior to the date of termination.



- b. **FOR DEFAULT:** This contract may be terminated by Buyer for breach of any material terms or conditions of this contract by the Seller, which breach is not corrected by Seller within ten (10) calendar days after written notice thereof is given to Seller.
  - c. **NON-EXCLUSIVE:** Such rights of termination are in addition to and not in lieu of rights of Buyer set forth in clause.
- 15. **FORCE MAJEURE:** Neither Party shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Buyer or Seller, and which by the exercise of due diligence Buyer or the Seller is unable, wholly or in part, to prevent or overcome. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- 16. **ASSIGNMENT-DELEGATION:** Seller shall not assign, in whole or in part, its interest and/or obligations in this contract without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 17. **WAIVER:** No claims or right arising out of a breach of this contract can be discharged unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 18. **MODIFICATIONS:** This contract can be modified only by a subsequent writing signed by both of the parties through their duly authorized agents.
- 19. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Texas. Any dispute or action arising out of or relating to this Agreement shall be brought and maintained only in a state court located in Bexar County, Texas. Seller waives any right to bring action in Federal Court based on diversity of citizenship. The prevailing party in any such action shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees, unless prohibited by law.
- 20. **ADVERTISING:** In order to protect Buyer's logo, reputation, and established good-will, Seller shall not use the name, business or trade name, trademarks, or service marks of the Buyer without the prior express written consent of Buyer.
- 21. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the Buyer shall make recommendations regarding any contract from which the employee stands to gain financial benefit. Any conflict of interest must be declared according to the Community First Health Plan policy. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the Community First Health Plan may render the contract void and non-enforceable at the option of the Buyer.
- 22. **RECORDS RETENTION:** Seller agrees to comply with the following requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
  - a. Until the expiration of four (4) years after the furnishing of such services pursuant to such contract, Seller shall make available, upon written request, to the Buyer, or any of their duly authorized representatives, the contract, and books, documents, and records of Seller that are necessary to certify the nature and extent of such costs, and
  - b. If Seller carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such

services pursuant to such subcontract, the related organization shall make available, upon written request, to the Buyer, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

23. **EMPLOYMENT OF PERSONNEL:** Seller agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Seller shall not be employees of, nor have any contractual relationship with Buyer. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required. This contract does not create an employment relationship, partnership, or joint venture between the Seller, its subcontractors or employees and the Buyer. Neither the Seller nor its subcontractors or employees shall be deemed employees of the Buyer for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the Buyer.

24. **SUBCONTRACTS:**

- a. The Seller may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Seller shall not award any work to any subcontractor without prior written approval of Buyer, which approval will not be given until the Seller submits to Buyer a written statement concerning the proposed award to the subcontractor. The statement will be required prior to award and shall include:
  - (1) A description of the supplies or services to be called for by the subcontract; and
  - (2) Identification of the proposed subcontractor.
- c. The Seller shall be as fully responsible to Buyer for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by the subcontractor, as Seller is similarly responsible for the acts and omissions of persons directly employed by Seller.
- d. The Seller shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Seller by the terms of this contract insofar as applicable to the work of subcontractors and to give the Seller the same power as regards terminating any subcontract that Buyer may exercise over the Seller under any provision of this contract.
- e. Nothing contained in this contract shall create any contractual relation between any subcontractor and Buyer.
- f. Neither consent by the Buyer to any subcontract nor any provisions thereof nor approval of the Seller's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve the Seller of any responsibility for performing under this contract, unless such approval or consent specifically provides otherwise.
- g. The Seller agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis.
- h. By submission of a bid or proposal (as the case may be) the Seller agrees that he/she/it will indemnify, defend and hold Buyer harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Seller shall, at Buyer's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated be paid, discharged or waived. If the Seller fails to do so, then Buyer may, after having served written notice, withhold from the Seller's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Seller shall be resumed, in accordance with the terms of this contract. In no event shall the provisions of this sentence be construed to impose any obligations upon Buyer to benefit either the Seller or his Surety.
- i. All substitution of subcontractors will require written approval from Buyer.

25. **HOLD HARMLESS AND INDEMNITY:** To the extent not prohibited by the laws of the State of Texas, Seller agrees to indemnify and hold harmless the Buyer, its officers, agents and/or employees from and against any and all liability and costs (including attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or caused by the intentional or negligent acts or failure to act of Seller, its officers, agents and/or employees, successors or assigns. Seller indemnifies, saves, and holds harmless Buyer against all claims, demands, actions, or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

26. **INSURANCE:** Buyer reserves the right to require insurance coverage to protect Seller and Buyer in amounts deemed appropriate by Buyer for the type of goods or services procured. By way of example, coverage typically is required as follows:

Worker's Compensation	Statutory Amount
Employer's Liability	\$500,000/\$500,000/\$500,000.00
Automobile (any auto)	\$500,000 combined single limit
Broad Form Commercial General Liability	\$1,000,000 each claim/\$2,000,000 aggregate
Including coverage for (but not limited to):	
Independent Contractors	
Contractual Liability	
Personal Injury	
Products/Completed Operations	
Advertising Injury	
Professional Liability	\$600,000 each occurrence/\$1,200,000 aggregate

27. **CONTRACTING AUTHORITY PROTECTION:** Any and all of the employees of Seller while engaged in the performance of any work required by Buyer under this contract shall be considered employees of Seller only and not of Buyer, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of Seller's employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Seller.

28. **EFFECT OF EXTENSIONS OF TIME:** Granting of or acceptance of extensions of time to complete the work or furnish the labor or materials will not operate as a release to the Seller from the covenants and conditions of this contract.

29. **CHANGES AND MODIFICATIONS:**

- a. If, during the performance of any work or services under this contract, the Seller finds it impracticable to comply strictly with the specifications, the Seller will notify the Buyer immediately in writing.
- b. Any proposals by Seller that vary or add to this contract shall be construed as additional terms or modifications and shall not become part of this contract unless accepted in writing by the Buyer.
- c. All changes in the work or services contemplated in the solicitation and award hereunder, shall be made only with the prior approval of the Buyer and only by appropriate written change order. The Buyer may, at any time, by a written change order, and without notice to the Surety (if any); make changes within the general scope of this contract. If the change affects the Seller's costs, then the Buyer shall also make an equitable adjustment in the Seller's compensation, after compliance by the Seller with the price request procedure provided below.
- d. Where the Buyer foresees issuing a change order affecting Seller's costs, a price request will be issued to the Seller. Unless otherwise specified therein, the Seller shall fully respond to the price request within 10 days of issuance.

30. **PARTIAL INVALIDITY:** If any term, provision, covenant, or condition of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
31. **TITLES AND HEADINGS FOR CONVENIENCE ONLY:** As used throughout this contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.
32. **COVENANT AGAINST CONTINGENT FEES:** The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
33. **NON-COLLUSION:** The Seller represents and warrants that: (i) its bid/proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named; (ii) that Seller has not, directly or indirectly, induced or solicited any other person to submit a sham bid/proposal, or refrained any other person, firm, or corporation from submitting a bid/proposal; and (iii) that the Seller has not in any manner sought by collusion to secure itself an advantage over any other bidder/proposer. If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any bid/proposal, colluded with any other party or parties, then the contract so awarded shall be voidable by Buyer; and the Seller shall be liable to Buyer for all loss or damage which Buyer may suffer thereby.
34. **TIME OF THE ESSENCE:** The time of Seller's performance of all of the covenants, conditions and agreements of this contract is of the essence to this contract.
35. **REJECTION OF BIDS or PROPOSALS:** Buyer reserves the right to reject any and all bids or proposals (as applicable).
38. **PREPARATION COSTS:** All costs related to responding to this contract, including (if applicable) the cost of any oral presentations required, shall be the sole responsibility of and shall be borne by Seller.
39. **ACCEPTANCE OF FINAL PAYMENT:** The acceptance by the Seller of final payment shall be and shall operate as a release of Buyer on all claims and all liability to the Seller for all things done or furnished in connection with this work and for every act and neglect of Buyer and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Seller or the Seller's Surety or Sureties from any obligation under this contract or Performance and Payment Bond (if any).
40. **CLAIMS OF NON-PAYMENT/LIMITATIONS:** Unless otherwise agreed in writing or as provided in section 7, above, Seller must invoice Buyer for all accrued claims of monies owed, once a month for the supplies or work performed in the previous month. In the event of non-payment, prior to seeking any judicial recourse, Seller must provide written notice to Buyer within ninety days of the date any invoice is not paid by Buyer. Written notice to Buyer must include documentation which substantiates Seller's claim that payment is justified, including, without limitation, reference to specific applicable contract provisions. **SELLER MUST BRING SUIT WITHIN TWO YEARS OF THE TRIGGERING EVENT FOR ANY CLAIMS RELATED TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY AMOUNTS CLAIMED TO BE DUE FROM BUYER, OR BE FOREVER BARRED.**
41. **RIGHT TO AUDIT:** At any time during the term of this Agreement and for a period of four (4) years thereafter Buyer or a duly authorized audit representative of Buyer, at its expense and at reasonable times, reserves the right to audit Seller's records and books relevant to all services provided under this Agreement. In the event such an audit by Buyer reveals any errors/overpayments by Buyer, Seller shall

refund Buyer the full amount of such overpayments within thirty (30) days of such audit findings, or Buyer, at its option, reserves the right to deduct such overpayments from any amounts Buyer is required to pay Seller under this Agreement or any Purchase Order.

42. **COMPLIANCE WITH LAWS AND REGULATIONS:** Seller shall comply, and upon request, Seller shall submit evidence of such compliance, with all State and federal certifications, regulations, or licensure requirements pertaining to the services provided hereunder. Seller agrees to give immediate notice to Buyer in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure or of any circumstance that would cause Seller to be noncompliant with any such statutes, rules, regulations, standards, or directives.
43. **CONFIDENTIAL INFORMATION:** Seller acknowledges that in connection with the services to be performed under this contract by Seller, Seller or Seller's employees may be acquiring and making use of certain proprietary or confidential information of the Buyer which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature ("Confidential Information"). Seller shall not use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Seller, unless required by law. Therefore, in order to protect the Confidential Information, Seller shall not after the date hereof use the Confidential Information except in connection with the performance of services pursuant to this contract, or divulge the Confidential Information to any third party, unless the Buyer consents in writing to such use or divulgence or disclosure is required by law.
44. **CONFIDENTIAL PATIENT INFORMATION:** If Seller will have access to patients and patient records, Seller shall adequately instruct all personnel that may provide services pursuant to this contract, regarding the confidentiality and privacy of patients and patients' medical records. All such instructions shall be in accordance with the formal policies and rules of the Buyer and with all federal and state laws and regulations regarding patient and medical record confidentiality. Seller shall not store or maintain any Protected Health Information (PHI) on systems outside the United States or permit access to PHI by offshore personnel. In addition, no work performed by Seller, its affiliates or subcontractors shall use or involve Client Data off-shore that would qualify as PHI. Seller assumes full responsibility for any breach of confidence by its personnel with regard to the provision of services under this contract.
45. **PUBLICITY:** Seller agrees that it shall not publicize this Agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Buyer's employees or patients or use Buyer's name in connection with any sales promotion or publicity event without the prior express written approval of Buyer.
46. **AUTHORITY:** Only the President/CEO or a person designated by the President/CEO in writing or otherwise authorized in Buyer's purchasing policy has authority to bind the Buyer to any contractual commitments, order changes in the scope of work or otherwise incur any costs on behalf of the Buyer. Seller shall not claim, AND WAIVES ANY DEFENSE OR CLAIM THEY MAY HAVE, OF APPARENT AUTHORITY, in accepting direction from any unauthorized person claiming to represent the Buyer.
47. **PRIORITY:** The provisions of these Terms and Conditions constitute material terms of the offer and award of a contract hereunder. By submission of a bid or proposal, Seller agrees that these Terms and Conditions shall take priority in the event of a conflict of terms, over any terms contained in a contract document (if any) provided by Seller and executed by Buyer regardless of whether the contract document contains any clause to the effect that the contract document constitutes the whole agreement between the parties and supersedes any prior agreements. No language contained in a contract document provided by Seller and executed by Buyer shall be construed as to waive or modify the terms contained herein unless such contract document contains a clause specifically agreed to by Buyer as evidenced by Buyer's authorized representative's initials placed immediately after the clause that is intended to override this provision.

48. **NO THIRD PARTY BENEFICIARIES:** Except as may be required to carry out the purposes and intent of the Health Insurance Portability and Accountability Act, nothing in this contract, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this contract or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
49. **AUTHORITY OF SELLER:** If Seller is a corporation or a partnership (general or limited), each person submitting this bid/proposal on behalf of Seller represents and warrants as to Seller, that: Seller is an existing corporation or partnership (general or limited), qualified to do business in Texas; the corporation or partnership (general or limited) has full right and authority to enter into this contract; and each person signing on behalf of the corporation or partnership (general or limited) is authorized to do so.
50. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** During the term of this agreement, Seller may receive from the Buyer, or may receive or create on behalf of the Buyer, certain confidential health or medical information ("Protected Health Information" or "PHI" as further defined below). This PHI is subject to protection under and it is the intent of the parties to be in full compliance with state and federal law, including the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto (collectively "HIPAA" herein). To the extent that HIPAA applies and Seller is considered a "Business Associate," Seller shall comply with the terms of provisions (including subsections) applicable to Business Associates and Recipients.

a. **Catch-all definition:** The following terms used herein shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

b. **Specific definitions:**

(1) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Seller if it receives from the Buyer, or may receive or create on behalf of the Buyer, Protected Health Information (PHI) and a recognized exception to HIPAA does not apply. If Seller believes a HIPAA recognized exception applies, Seller shall present evidence to Buyer, sufficient to establish the exception for Buyer to determine if an exception applies to Seller.

(2) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Buyer or University Health or its affiliates.

(3) HIPAA Rules. "HIPAA Rules" shall collectively refer to the regulations related to HIPAA and/or the HITECH Act, including, but not limited to, the Privacy Rule, Security Rule, and Omnibus Rule.

c. **Obligations and Activities of Seller**

(1) Legal Obligations. Seller is required by law to comply, and hereby agrees to comply, with the applicable requirements of: (i) the HIPAA Rules; (ii) the applicable provisions of the HITECH Act; (iii) Chapter 181 of the Health and Safety Code; and (iv) §§ 521.052(a) and 521.053 of the Business and Commerce Code. Seller hereby agrees to maintain the security and privacy of all PHI, including ePHI, in a manner consistent

with such laws and regulations and any other applicable state or federal laws and regulations and further agrees that any regulations and/or guidance issued by HHS that relate to the obligations of Seller shall be deemed incorporated into and made a part of this Agreement.

- (2) Permitted Use and Disclosures. Seller agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (3) Safeguards. Seller agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Seller agrees to implement a comprehensive written privacy and security program that includes administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Buyer in compliance with the HIPAA Security Rule. If requested, Seller agrees to provide Buyer with a copy of Seller's privacy and security program prior to the execution of this Agreement. Seller further agrees to provide Buyer with information concerning such safeguards as Buyer may from time to time request.
- (4) Mitigation of Unauthorized Uses or Disclosures. Seller agrees to mitigate, to the extent practicable, any harmful effect that is known to Seller of a use or disclosure of PHI by Seller or by any subcontractor or agent of Seller (or any downstream contractor of any such subcontractor or agent) in violation of the requirements of this Agreement.
- (5) Duty to Report Unauthorized Uses or Disclosures and Security Incidents. Seller shall report to the Buyer within five (5) business days of such discovery any use or disclosure of PHI not provided for by this Agreement and/or any security incident of which Seller becomes aware whether such unauthorized use or disclosure was made by, or such security incident involves, Seller, its workforce or any subcontractor or agent of Seller (or any downstream contractor of any such subcontractor or agent), including, but not limited to, any breach of unsecured protected health information as required at 45 CFR 164.410. Such report shall include the patient name, contact information, nature/cause of the unauthorized use or disclosure or security incident, PHI so used or disclosed or subject to the security incident, and the date or period of time during which the unauthorized use or disclosure or security incident occurred as well as any other available information Buyer is required to include in its notification to the individual(s), the HHS Office for Civil Rights (OCR), and potentially the media. Seller shall further be responsible for any and all costs related to notification of any security or privacy breach reported by Seller to Buyer to impacted individuals or next of kin (if the individual is deceased), the HHS Office for Civil Rights (OCR), and/or the media.. Buyer shall be permitted to investigate any such report and to examine Seller's premises, records and practices and interview/examine personnel, including personnel of any subcontractor or agent of Seller, regarding such unauthorized use or disclosure or security incident. Seller shall take prompt corrective action to cure any deficiencies and shall perform any action pertaining to such unauthorized use or disclosure or security incident required by applicable federal or state laws or regulations.
- (6) Agents and subcontractors. Seller shall require each subcontractor and agent of Seller that creates, receives, maintains, or transmits PHI to sign a written agreement that binds such subcontractors and agents to the same restrictions and conditions that apply to Seller pursuant to this Agreement.
- (7) Designated Record Set. To the extent it is determined Seller maintains a Designated Record Set, Seller agrees to follow 45 CFR §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Rules. Seller will notify Buyer's Privacy Officer within ten (10) business days if it receives a request from an individual for access, amendment or accounting to such individual's PHI maintained in the designated record set and Buyer shall be responsible for responding to such requests from the individual.
- (8) Right to Audit. Seller agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available, to Buyer and/or to the Secretary in a time and manner either agreed to by both parties, or in

a time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Rules and the HITECH Act and its implementing regulations.

- (9) Prohibition of Sale of PHI. Seller shall not directly or indirectly receive remuneration in exchange for any PHI of an individual except as permitted by the HITECH Act and its implementing regulation.
- (10) Health and Safety Code Requirements. Seller shall not: (i) sell PHI in such a way as to violate Section 181.153 of the Health and Safety Code; (ii) use PHI in such a manner as to violate Section 181.152 of the Health and Safety Code; or (iii) attempt to re-identify any information in violation of Section 181.151 of the Health and Safety Code, regardless of whether such action is on behalf of or permitted by Buyer.
- (11) Encryption. To the extent feasible, Seller must use commercially reasonable efforts to secure PHI through technology standards that render such PHI unusable, unreadable, and indecipherable to individuals or entities unauthorized to acquire or otherwise have access to such PHI in accordance with guidance promulgated by DHHS or issued by the National Institute for Standards and Technology (“*NIST*”) concerning the protection of identifiable data such as PHI.

d. **Permitted Uses and Disclosures by Seller.**

- (1) General Use and Disclosure Provisions. As specified in this Agreement, Seller may create, receive, maintain, or transmit PHI as necessary to perform its obligations to Buyer under this RFP and/or Agreement. Seller may not use or disclose PHI in a manner that would violate the HIPAA Rules. Without limiting the foregoing, when creating, requesting, using, transmitting or otherwise disclosing PHI, Seller shall comply with the Privacy Rule’s “minimum necessary” requirements.
- (2) Specific Use and Disclosure Provisions. Seller may use PHI, if necessary, for the proper management and administration of the Seller or to carry out the legal responsibilities of the Seller but only if and to the extent authorized by the Privacy Rule, and provided that disclosures are required by law, or Seller obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Seller of any instances of which it is aware in which the confidentiality of the information has been breached.

e. **Terms and Termination.** Seller shall, upon termination of this agreement for any reason, return to the Buyer, or at Buyer's direction, destroy all PHI received from, or created or received by Seller on behalf of the Buyer that Seller still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, Seller shall extend the protections of this agreement and HIPAA to the information and shall limit further uses and disclosures, to those purposes that make the return or destruction of the information infeasible.

f. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

g. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

h. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.



- i. **Indemnity.** Seller shall fully indemnify and hold harmless the Buyer and the appointed officials, employees, officers, directors, volunteers and representatives of the Buyer, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes-of-action, liability and suits of any kind and nature made upon the Buyer directly or indirectly arising out of, resulting from or related to Seller's activities or obligations under this provision (including subsections), including any acts or omissions of Seller, any agent, officer, director, representative, employee, consultant or subcontractor of Seller, and their respective officers, agents, employees, directors and representatives, all without however, waiving any governmental immunity available to the Buyer under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- j. **Injunctive Relief.** Recipient agrees that violation of any of the provisions contained in this Article would result in irreparable harm to the Health System.
- k. **Survival of Terms.** The obligations of Seller relative to, and the provisions contained in this provision (including subsections) shall survive termination and be ongoing.

**53. ACCESS TO BUYER'S INFORMATION ASSETS:** Any access by Seller to Buyer's information assets shall require Seller to comply with Buyer's security processes and requirements prior to access. Seller agrees to comply with and to supply any executed documents and information reasonably required by Buyer to help insure security and preservation of the integrity of Buyer's information assets. Buyer agrees to keep social security numbers confidential and secure.

**54.** All disputes, controversies or differences arising out of this Agreement or any claimed breach shall be attempted to come to resolution where both parties shall meet and confer in good faith to discuss and resolve any disputes in a reasonable amount of time. Any issues that are unable to come to resolution within 90 days after notification of said dispute shall be settled in a court of law in San Antonio or Bexar County, Texas. The decision of the Court shall be final and binding. Unless otherwise directed by CFHP in writing (Vendor Name), shall continue to perform the Services pursuant to this Agreement during review by the Court and CFHP will continue to pay undisputed fees.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date