

## Solicitation 0912-002

### Credentialing Software

Travis County Healthcare District

## Bid 0912-002

### Credentialing Software

Bid Number 0912-002

Bid Title Credentialing Software

Bid Start Date Dec 29, 2009 3:34:57 PM CST

Bid End Date Jan 18, 2010 2:00:00 PM CST

Question & Answer  
End Date Jan 11, 2010 2:00:00 PM CST

Bid Contact Barbara Kuhl  
Purchasing Manager  
Purchasing  
512-978-8162  
Barbara.Kuhl@traviscountyhd.org

Contract Duration 90 days

Contract Renewal Not Applicable

Prices Good for 30 days

Bid Comments The District is soliciting a web based credentialing software program.

This bid is electronic only.

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Changes made on Dec 30, 2009 1:45:03 PM CST

New Documents Attachment\_C\_HUB\_Form.doc  
Attachment\_D\_Contract\_Terms\_and\_Conditions.docm  
Attachment\_B\_Conflict\_of\_Interest\_Questionnaire.pdf

Removed Documents ATTACHMENT C - HUB DECLARATION  
ATTACHMENT B - TITLE PAGE FORM  
ATTACHMENT D - CONFLICT OF INTEREST FORM  
SOLICITATION ADMINISTRATIVE INFORMATION  
SOLICITATION COVER SHEET

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Changes made on Dec 30, 2009 2:06:10 PM CST

New Documents ATTACHMENT B - TITLE PAGE FORM

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#### Item Response Form

Item 0912-002-1-01 - Credentialing Software

Quantity 1 each

Unit Price

Delivery Location Travis County Healthcare District

A: Travis County Healthcare District

1111 East Cesar Chavez

Austin TX 78702

Qty 1

**Description**

This bid is electronic only and is for a web based credentialing software program and any applicable license fee. Software must have the capability to credential a minimum of 500 providers.

Vendors are not to contact any District staff about this procurement. All questions should be posted on Bid Sync.

Any inappropriate contact may result in Bidder disqualification.

**ATTACHMENT B: TITLE PAGE FORM****RFP NUMBER 0912-002**Proposer Name: Mailing Address: City, State Zip: Fax Number: Proposer Tax ID Number: 

Type of Company (check applicable):

 Partnership     Corporation     Sole Proprietorship Other: 

Proposer's Physical Location (if different from mailing address):

Address: City, State Zip: 

Company Representative (individual(s) with authority to enter into contractual arrangements):

Name: Title: Telephone Number Email Address: 

Please identify if you are certified or registered as any of the following (check all that apply):

 Current Texas Building and Procurement Commission Catalog Vendor Certified Historically Underutilized Business

*By completion and electronic submission of this form,  (proposer name) certifies that, in compliance with the terms, conditions, and specifications of the RFP 0912-002,  (proposer name) offers and agrees to furnish any and all of the items or services enumerated in its proposal and upon which prices are offered to be delivered at the designated point(s) within the time specified.*

Draft 12/02/2009

## Scope of Credentialing Services for Travis County Healthcare District and CommUnity Care

- 1.0 The contractor's credentialing software program shall have the ability to credential at least five hundred providers that provide care to Travis County Healthcare District, Medical Assistance Program enrollees and CommUnity Care patients.
- 1.1 The credentialing software shall:
  - 1.1.a integrate the credentialing process of another system currently being used.
  - 1.1.b provide one database for all credentialing elements.
  - 1.1.c merge all data from current databases.
  - 1.1.d hold and use the Texas Standard Credentialing application and accompanying data, Employment application data, and Medicare and Medicaid application and accompanying data.
  - 1.1.e automatically update to stay current with the Texas Standard Credentialing application and Medicare and Medicaid applications.
  - 1.1.f have the ability provide access to the entire system's databases (regardless of process or issue type) and allow the elements to be placed as needed.
  - 1.1.g perform credentialing for multiple client accounts and different books of business.
  - 1.1.h meet requirements of primary source verification as set by the Texas Department of Insurance, Joint Commission, Utilization Review Accreditation Commission(URAC), National Committee for Quality Assurance (NCQA), and all local, state, and federal regulations.
  - 1.1.i be able to print applications with all the elements required by the Texas Dept. of Insurance, Joint Commission, URAC, NCQA., and all local, state, and federal regulations.
  - 1.1.j allow applicants and providers to fill out all applications online.
  - 1.1. k allow for safe electronic signature.
  - 1.1. l provide the highest degree of Identification theft protection.
  - 1.1. m allow the credentialing staff the ability to view all data in the system about a particular individual for monitoring purposes.
  - 1.1. n provide "canned" reporting (pre-defined reports with static elements and fixed

Draft 12/02/2009

structure) capabilities.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE USE ONLY**

Date Received

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

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007



## Attachment C: Historically Underutilized Business (HUB) Form

The Travis County Healthcare District's policy is to include Historically Underutilized Businesses (HUBs) in its procurement process and to provide equal opportunities for HUB participation in the provision of supplies, services, equipment, and construction projects required by the District. As such, the District seeks to ensure that a "good faith effort" is made to assist certified HUB vendors and contractors in its award of contracts and subcontracts.

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

Suggested directories to assist proposers in identifying potential HUBs to meet the District's "good faith effort" requirement include: State: [www.tbpcc.state.tx.us/cmbl](http://www.tbpcc.state.tx.us/cmbl); City: [www.ci.austin.tx.us/purchase/default.htm](http://www.ci.austin.tx.us/purchase/default.htm); and TUCP: [www.dot.state.tx.us/business/tucpinfo.htm](http://www.dot.state.tx.us/business/tucpinfo.htm)

### Proposer HUB Declaration

Is your company certified as a HUB or an MBE/WBE/DBE source?  Yes  No. If yes,

1. Attach your certification to this form and return it in the proposal;
2. Identify the certification agency by checking all that apply;  Texas Building and Procurement Commission;  City of Austin;  Texas Unified Certification Program; and
3. Identify HUB Status (Gender & Ethnicity): \_\_\_\_\_

### Subcontractor HUB Declaration

*\*\*Please complete this section if your proposal includes the use of HUB Subcontractors. \*\**

Estimated percentage of the bid (proposal) that is to be subcontracted with Certified HUB sources: \_\_\_\_\_

For each proposed HUB subcontractor, complete the information below and attach the subcontractor's HUB certification to this form and return it in the proposal.

HUB Subcontractor Name	Contact Person/Title (First/Last Name)/Title	Telephone Number (including area code)	Email address (if available)

## Exhibit II: District Standard Terms and Conditions

### CONTRACT TERMS

The following terms will form the basis of any contract resulting from this RFS. Although these terms are not exclusive, they will be the terms used in the contract addressing these issues unless a deviation from the terms as set forth herein is requested.

#### 1.0 GENERAL DEFINITIONS

- 1.1 "Travis County Healthcare District" means the hospital district created under Chapter 281, Texas Health and Safety Code, whose boundaries are co-extensive with Travis County, Texas.
- 1.2 "Board of Managers" means the governing body of the Travis County Healthcare District.
- 1.3 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups, African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, or Women of any ethnicity, have the following rights:
  - a. own at least fifty-one percent (51%) of all classes of shares or other equitable securities; and
  - b. have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment, or expertise contributed to the business, where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
  - c. have a proportionate interest and demonstrated active participation in the control, operation, and management of the business's affairs, where control means having recognized ultimate control over all day-to-day decisions affecting the business, and
  - d. is known to and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

#### 2.0 CONTRACTOR CERTIFICATIONS

- 2.1 Contractor certifies that Contractor is a duly-qualified, capable, and bondable business entity or individual; Contractor is not in receivership and does not contemplate it; and Contractor has not filed for bankruptcy and does not

contemplate it. Further Contractor certifies that it is not currently delinquent with respect to payment of property taxes within the District.

2.2 Contractor warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Contract have been adhered to and further warrants that the District shall not be liable for any infringement of those rights and that any rights granted to the District shall apply for the duration of the Contract. Contractor shall indemnify the District, its officers, agents, and employees from all claims, losses, damages, causes of action, and liabilities of every kind, including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in Contractor's performance under this Contract.

### 3.0 PAYMENTS

3.1 Payment shall be made by check or electronic transfer of funds by the District upon satisfactory delivery and acceptance of the goods or services required under this Contract and submission of a paper invoice to the address below:

Travis County Healthcare District  
ATTN: TCHD Accounts Payable  
1111 E. Cesar Chavez, Suite B  
Austin, Texas 78702

or submission of an electronic invoice sent to:

[TCHD-Finance@traviscountyhd.org](mailto:TCHD-Finance@traviscountyhd.org).

3.2 At a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information if payment is to be made to a different address; (ii) the District contract or purchase order number, if applicable; (iii) identification of service(s) as outlined in the Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount of goods or services provided, as applicable; and (v) payments made under this Contract to any HUB subcontractor(s); and (vi) any additional payment information which may be called for by the Contract.

4.0 TIN REQUIRED. Before District can process a payment for Contractor, Contractor must provide the District with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations.

### 5.0 PROMPT PAYMENT ACT

5.1 Chapter 2251 of the Texas Government Code (the "Prompt Payment Act") applies to this Contract. The Prompt Payment Act requires that District payments be made within forty-five (45) calendar days after the latest of the following, unless an exception as specified in section 2251.002, Texas Government Code, applies:

(i) the date the District receives goods in compliance with the terms of the Contract; (ii) the date the performance of services under the Contract is completed in compliance with the terms of the Contract; or (iii) the date the District receives at the location designated in the Contract a correct and proper invoice for the goods or services under this Contract.

5.2 If the District fails to pay within forty-five (45) days of the appropriate event listed above, on the forty-sixth (46<sup>th</sup>) day, a 1% per-month interest penalty must be added at the time payment is made. Contractors must pay their subcontractors and suppliers the same 1% per month interest on bills that the Contractors do not pay within ten (10) days. Subcontractors must pay suppliers within ten (10) calendar days after the subcontractor receives payment. Contractors must apply for interest payments if they believe interest was due but not paid.

5.3 Invoices must include all information required in this Contract and be mailed to the address called for in the Contract. For purposes of complying with the Prompt Payment Act, time does not begin unless or until all billing instructions have been complied with and proper delivery or performance has been made satisfactorily, whichever is later. The District has twenty-one (21) days after the date the District receives the invoice in which to notify Contractor of an error in the invoice. Disputes will be decided at an administrative hearing held by the District or in a court of competent jurisdiction. If no Contractor error is found, the Contractor is entitled to receive interest on the unpaid balance of the invoice calculated from the date on which the invoice was originally overdue under the Prompt Payment Act. If Contractor error is found, the Contractor will submit a corrected invoice, rendering the prior invoice a nullity. Payment will be deemed to have been made on the payment postmark date or date of electronic transmission.

6.0 COVENANT AGAINST CONTINGENT FEES. Contractor warrants that no persons have or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, the District shall have the right to terminate this Contract without liability or, in its discretion and as applicable, to add to or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.0 TERM OF CONTRACT

7.1 Initial Term. This contract is for a period of one year beginning upon the contract approval date by the District (the "Initial Term"). Contractor will not perform services until a contract has been executed by the District.

7.2. Renewal Terms. The District may unilaterally extend this contract for two (2) additional one (1) year periods (each a "Renewal Term") and all provisions of this contract shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Contract.

7.3 Holdover. Upon expiration of the Initial Term or any Renewal Term, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to negotiate or award a new contract.

## 8.0 TERMINATION

8.1 Termination for Default. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Contract and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Contract on any future date that is not less than thirty (30) days from the date of that further notice.

8.2 Termination for Convenience. In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, either party may terminate the Contract without cause by giving the other party at least one hundred and twenty (120) days written notice.

8.3 Termination for Gratuities. The District may terminate this Contract if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Contractor or any agent or representative of the Contractor to any District official or employee with a view toward securing favorable treatment with respect to this Contract. If this Contract is terminated by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

8.4 Funding Out. Despite anything to the contrary in this Contract, if, during budget planning and adoption, the District fails to provide funding for this Contract for the following District fiscal year, the District may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

8.5 Transition Services Upon Termination. Following notice of termination by either party, Contractor agrees to reasonably cooperate with any successor company engaged by District for the provision of services similar to Contractor's Services (a "Successor Vendor"), for the period of ninety (90) days, in order to facilitate a smooth transition of operations. Upon the effective date of termination of this Contract, Contractor will deliver to District, in an electronic format reasonably acceptable to District, all data accumulated by Contractor in the performance of this Agreement. For the performance of other activities related to the transition, District and Contractor will mutually agree on the compensation to be paid to Contractor for such additional services.

## 9.0 CONTRACTOR LIABILITY, INDEMNIFICATION, AND CLAIMS NOTIFICATION

9.1 Indemnification by Contractor. Contractor shall and does agree to indemnify, protect, defend, and hold harmless the District, its officers, board members, agents, and employees from and against all claims, losses, damages, liens,

causes of action, suits, judgments, expenses, and liabilities of every kind whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services and/or goods provided by Contractor under this Contract. It is the expressed intention of the parties to this Contract, both Contractor and the District, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the District from the consequences of Contractor's actions.

9.2 **Claims Notification.** If any claim or other action, including a proceeding before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor in relation to the performance of this Contract, Contractor shall give written notice to the District of the claim or other action within three (3) working days after being notified of it or the threat of it, including the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in this Contract. Except as otherwise directed, Contractor shall furnish to the District copies of all pertinent papers received with respect to these claims or actions.

10.0 **DISTRICT ACCESS AND AUDIT.** During the term of this Contract and for a period of four (4) years following termination of this Contract, the District maintains the right to review and audit any of the books and records of the Contractor relating to the Contractor's performance and receipt of payments under this Contract. The District may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives retained by the District. The District will conduct such review or audit upon reasonable notice to the Contractor, at its own expense, and during regular business hours. The records shall be retained beyond the fourth year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or litigation involving this Contract is not finally resolved..

11.0 **CIVIL RIGHTS/ADA COMPLIANCE.** Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] even if the Contractor is not otherwise required to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

12.0 **SUBCONTRACTS**

12.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from the District. To the extent that Contractor submitted subcontracts as part of its proposal and that part of the proposal was accepted by the District, those subcontracts are hereby approved. It is acknowledged by Contractor that no officer, agent, employee or

representative of the District has the authority to grant such approval or waiver unless expressly granted that specific authority by the District Board of Managers.

- 12.2 If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure that HUBs have a maximum opportunity to be subcontractors under this Contract. Contractor must obtain District approval of all proposed HUB subcontractors through the Purchasing Administrator. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.
- 13.0 INSURANCE. The Contractor shall carry insurance sufficient to provide adequate protection for the services or good provided under this Contract.
- 14.0 NOTICES. Any notice required or permitted to be given under this Contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address set forth in this section.

14.1 The address of the District for all purposes under this Contract is:

Patricia A. Young Brown (or her successor in office)  
President and CEO  
Travis County Healthcare District  
1111 East Cesar Chavez Street, Suite B  
Austin, Texas 78702

14.2 The address of the Contractor for all purposes under this Contract is:

Contractor Name  
Contractor Street Address  
City, State Zip

- 14.3 Each party may change the address for notice to it by giving notice of the change in compliance with this section.
- 15.0 AMENDMENTS. This Contract may be amended only by an instrument in writing that is signed by both parties. Amendments to this Contract shall be effective as of the date stipulated therein. Contractor acknowledges that no District officer, agent, employee, or representative has any authority to amend this Contract unless expressly granted that specific authority by the District Board of Managers.
- 16.0 ASSIGNMENT

16.1 Assignment. The District may assign any of its obligations under this Contract. Contractor may assign any of its rights or obligations under this Contract only with the prior written consent of the District. No official, employee,

representative, or agent of the District has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by the District Board of Managers.

- 16.2 **Successors Bound:** The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors-in-interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- 16.3 **Name Change:** If a change of name is required, the Purchasing Administrator shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by the District.
- 17.0 **FORCE MAJEURE.** Neither District nor Contractor will be deemed to have breached this Contract or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Contract if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Contract.
- 18.0 **NON-WAIVER OF DEFAULT.** No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant, or condition of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition.
- 19.0 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** Each party shall provide the services and activities to be performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA"), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. No party shall discriminate against any employee, applicant for employment, or plan participant based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all services and activities under this Contract, each party will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.
- 20.0 **CONSTRUCTION OF CONTRACT**
  - 20.1 **Law and Venue:** The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this

Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.

- 20.2 **Severability.** If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Contract shall remain valid and binding.
- 20.3 **Headings.** Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this Contract.
- 20.4 **Computation of Time.** When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that the District has declared a holiday for its employees, the last day is the next business day that is not a District holiday.
- 20.5 **Gender and Number.** Words of any gender in this Contract shall be construed to include any other gender, and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.
- 20.6 **Conflicts Among Documents.** The parties understand and agree that if there is found to be any conflict between the provisions of this Contract and any provision in the RFP or proposal, the provisions within this Contract will prevail. In the event of any conflict between the provisions of the RFP and the Proposal, the provisions within the RFP shall prevail over the Proposal, except to the extent that the Contractor submitted in its proposal specific deviations to the RFP that were accepted by the District.
- 21.0 ENTIRE CONTRACT. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.
- 22.0 NO THIRD-PARTY BENEFICIARY. No provision of this Contract is intended to benefit any person or entity, nor shall any person or entity not a party to this Contract have any right to seek to enforce or recover any right or remedy with respect hereto,.
- 23.0 DISPUTE RESOLUTION
- 23.1 **Definition of Dispute.** "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Contract, including the validity, construction, meaning, performance, effect, or breach of the Contract.
- 23.2 **Negotiation.** In the event of a Dispute between the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the

Dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation as set forth herein.

23.3 Mediation. If a Dispute arises between the parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

24.0 PUBLIC INFORMATION ACT. The parties acknowledge and agree that the District is subject to the provisions of the Texas Public Information Act ("PIA"). If the District receives a request for disclosure of any information related to the good or services provided under this Contract or for information provided to the District under this Contract that constitutes a record under the PIA, the information must qualify for an exception provided by the PIA to be withheld from public disclosure. Contractor authorizes the District to submit any information provided under the Contract or otherwise requested to be disclosed, including information that the Contractor has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. If the District does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, the District is not obligating itself by this Contract to submit the information to the Attorney General for a determination. The District shall have no obligation or duty to advocate the confidentiality of the Contractor's material to the Attorney General or to any other person or entity. It is the Contractor's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the District, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Contract or otherwise created, assembled, maintained, or held by the Contractor, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Contract.

25.0 CONFLICT-OF-INTEREST. Contractor shall update the Conflict-of-Interest Questionnaire ("Questionnaire") as required by Chapter 176 of the Local Government Code if any statement on the submitted Questionnaire becomes incomplete or inaccurate. In that event, Contractor shall submit an updated Questionnaire not later than the seventh (7<sup>th</sup>) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate with the District Administrative Coordinator, 1111 E. Cesar Chavez, Suite B, Austin, Texas 78702.

26.0 RECORDS AND CONFIDENTIALITY. Contractor shall maintain information created, sent, or received under this Contract in accordance with all applicable laws and regulations,

including but not limited to the federal Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as amended. Attachment B sets out the responsibilities of business associates under HIPAA.

- 27.0 INDEPENDENT CONTRACTOR. This Contract does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Contractor's services are and shall remain throughout the term of this Contract those of an independent contractor. Contractor agrees and understands that Contractor is not and shall not be entitled to any of the rights and privileges established for District employees.
- 28.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Certification under this Section provides for compliance with certification requirements under 15 C.F.R. Part 26, "Government-wide Debarment and Suspension." By signing this Agreement, Contractor hereby certifies that, to the best of its knowledge and belief, it:
  - (a) is not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
  - (d) has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**ATTACHMENT B**  
**CONFIDENTIALITY OF PATIENT INFORMATION FOR BUSINESS ASSOCIATES**

For purposes of this Attachment, the Contractor is hereby referred to as "Recipient."

In performing the services hereunder, Recipient may receive from District, or create or receive on behalf of District, or transmit electronically protected health information ("PHI") as that term is defined in 45 C.F.R. § 164.501. Recipient shall use PHI only as necessary to provide the services as set forth in this Contract. Recipient shall comply with all laws, rules and regulations relating to the confidentiality of PHI, including the applicable provisions of Texas law and the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Without limiting the foregoing, Recipient shall:

- a) not use or disclose any PHI except as may be necessary to perform Recipient's services under this Contract and as may be allowed by law;
- b) use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI;
- c) notify District in writing within a reasonable time after becoming aware of any use or disclosure of or security incidents relating to PHI other than such use or disclosures specifically allowed under this Contract, and of any follow-up;
- d) disclose PHI to Recipient's employees, officers, or directors only in furtherance of the services contemplated by Recipient pursuant to this Contract and on a need-to-know basis only;
- e) ensure that any agents or representatives (including all Subcontractors) of Recipient to whom Recipient provides PHI agree to the confidentiality provisions of this Contract in writing (copies of such writings to be provided to District upon request);
- f) make PHI available to the appropriate individuals (including the patient him or herself) as required by 45 C.F.R. § 164.524;
- g) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526;
- h) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
- i) make its internal practices, books and records relating to the use and disclosure of PHI available to the Department of Health and Human Services for the purpose of determining compliance with HIPAA; and
- j) at the termination of this Contract for any reason, return or destroy all PHI; except that Recipient may retain such records as necessary for purposes of its rights, if any, to conduct audits related to such records, to utilize such records in connection with an audit of a Recipient, and/or to retain records in accordance with its records retention policies and/or obligations.

Recipient understands and acknowledges that Recipient is fully responsible for requiring compliance with these obligations by its employees, officers, directors, agents, representatives, and Subcontractors. District may terminate this Contract, without liability, upon Recipient's breach of this confidentiality obligation. The confidentiality obligations contained in this Attachment B shall survive the termination of the Contract.

## Question and Answers for Bid #0912-002 - Credentialing Software

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 11, 2010 2:00:00 PM CST