

**Advertisement Notice For
REQUEST FOR PROPOSAL**

The **BETTY HARDWICK CENTER** is the Texas Health and Human Services Commission's designated mental health and intellectual and developmental disability Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of Taylor, Jones, Callahan, Shackelford and Stephens Counties, Texas.

BETTY HARDWICK CENTER ("Center") is seeking proposals for the provision of Pharmacy services consisting of provision of medication and benefits management services for identified individuals with mental illness who seek services at the Center. The services requested shall be performed primarily at the Center's facility located at 2616 S. Clack Street, Abilene, Texas 79606.

The initial contract period shall commence approximately June 1, 2020, and continue through May 31, 2023, with an option to renew for an additional one year period based on satisfactory performance.

Copies of the **RFP Document** may be obtained via email at tcole@bettyhardwick.org, by request or faxed request for mailed copy or picked up at 2616 S.Clack Street, Abilene, Texas 79606:

Questions regarding the **RFP # 2016-01** should be directed to Theron Cole at (325)690-5199 or at tcole@bettyhardwick.org.

Please submit sealed: one (1) original (clearly marked) and two (2) copies of your proposal to:

Betty Hardwick Center
ATTN: Theron Cole
2616 S.Clack Street
Abilene, Texas 79606
Contact Number: (325) 690-5199

INTERESTED PARTIES MUST RESPOND TO THE RFP BY 3:00P.M., Friday, January 31, 2020 IN ACCORDANCE WITH THE INSTRUCTIONS WITHIN THE RFP DOCUMENT.

The Center appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location before opening date and time. The official time shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted. Proposals received after above date and time shall be returned unopened.

BETTY HARDWICK CENTER
REQUEST FOR PROPOSAL #2016-01

BETTY HARDWICK CENTER is the Texas Health and Human Service Commission’s designated mental health and intellectual and developmental disability Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of Taylor, Jones, Callahan, Shackelford and Stephens Counties, Texas.

BETTY HARDWICK CENTER (“Center”) is seeking proposals for the provision of Pharmacy services to consist of provision of medication and benefits management services for identified individuals with mental illness who seek services at the Center. The services requested shall be primarily performed at the Center’s facility located at 2616 South Clack Street, Abilene, Texas.

The initial contract period shall commence approximately June 1, 2020, and continue through May 3, 2023, with an option to renew for an additional one year period based on satisfactory performance. Notification of award shall be made to the selected provider by or near April 6, 2016.

Please submit sealed: one (1) original (clearly marked) and two (2) copies of your proposal to:

Betty Hardwick Center

ATTN: Theron Cole
2616 S.Clack Street
Abilene, Texas 79606
Contact Number: (325) 690-5199

NO LATER than: 3:00 P.M. (CST), Friday, January 31, 2020

Mark Envelope RFP# 2016-01
RFP Response for Pharmacy Services

The Center appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location before opening date and time. The official time shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted. Proposals received after above date and time shall be returned unopened.

Any questions regarding the RFP should be directed in writing to Theron Cole at (fax) (325) 690-5187 or at (email) tcollection@bettyhardwick.org no later than January 17, 2020.

SECTION A
INSTRUCTIONS AND CONDITIONS

1. LATE PROPOSALS: Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the Center’s specified location. Center is not responsible for lateness of mail, carrier, etc.

2. **FUNDING:** This contract shall be funded by State of Texas General Revenue, Medicaid and/or Third Party Insurance.

3. **ETHICS:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Center.

4. **IT IS UNDERSTOOD** that Center reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of The Center.

5. **MODIFICATIONS:** Center reserves the right to modify the general description and scope of services, by issuing a written addenda of any such modifications.

6. **ADDENDA:** Any interpretations, corrections or changes to the Request for Proposal (RFP) and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in the Chief Executive Officer. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.

7. **ALTERING PROPOSALS:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.

8. **WITHDRAWAL OF PROPOSALS:** A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.

9. **PROPOSALS SHALL BE** received and publicly acknowledged at the location, date and time stated within this document. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the RFP process.

10. **SALES TAX:** Center is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.

11. PROPOSALS MUST COMPLY with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.

12. RESPONDENTS SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for The Center to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and the Center will not reimburse responders for these expenses, nor will the Center pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. Title page. Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted.
2. Submission Letter. A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
3. Detail Proposal. Response to Proposal Guidelines as specified in this document.
4. References. Submit as specified in Section A.16 of this document.
5. Respondent's contact. Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal

13. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and Center shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Center reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of Center.

14. MINORITY OWNED BUSINESSES: Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

15. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall

be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.

16. REFERENCES: Center requests Respondent to supply, with this RFP, a list of at least three (3) references where same or similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

17. INSURANCE: Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers compensation coverage) as follows:

SCHEDULE:	Professional Liability	\$1,000,000
	General Liability	\$1,000,000/3,000,000
	Worker's Compensation	In accordance with Texas Statutory Requirements

A Certificate of Insurance naming as an additional insured BETTY HARDWICK CENTER shall be provided prior to start of work.

18. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS: A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award

Center may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above and any other required documentation.

19. LIMITATIONS: Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with Center.

20. CONSIDERATION: For an offer to be considered, the Respondent must meet Center's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by Center.

21. CONTRACT: In the event Respondent and Center are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to 2616 South Clack Street, Abilene, Texas 79606 or jgoode@bettyhardwick.org.

22. TERMINATION OF CONTRACT: Center reserves the right to terminate any resulting contract with thirty (30) days written notice.

23. CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.

24. SUCCESSFUL RESPONDENT SHALL defend, indemnify and save harmless Center or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.

25. NOTICE: Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by Center shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Abilene, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

26. CONTRACT MONITOR: The Center shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the Center and the successful Respondent.

27. INVOICES shall show all information as required and shall be mailed directly to **BETTY HARDWICK CENTER** location and staff person as set out in the contract entered into by Center and Contractor.

28. PAYMENT shall be made upon receipt of valid invoice and approval by Center of all completed and authorized services as set out in the contract entered into by Center and successful respondent.

29. ASSIGNMENT: The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Center.

30. ORDER OF PRECEDENCE: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Proposal Instructions and Conditions
- B. Proposal Guidelines, if any.
- C. Other documents, exhibits and attachments

31. SUBMISSION OF PROPOSAL: Submit sealed one (1) original, clearly marked, and **two** (2) copies of the proposal describing your organization and services in detail following the

sequence as outlined, and requirements of the Solicitation of Offers and Request for Proposal Instructions and Conditions.

There is no expressed or implied obligation for the Center to reimburse Respondents for any expense incurred in preparing Proposal in response to this request, and the Center will not reimburse anyone for those expenses. The Center will consider Proposals from all responsible Respondents.

SECTION B DESCRIPTION AND SCOPE OF SERVICES

The Center is requesting proposals for the provision of Pharmacy services consisting of provision of medication and benefits management services.

- I. Program Description: Betty Hardwick Center provides psychiatric clinic services to adults and children enrolled in services who meet HHSC priority population. Medications must be allowable on the Center's formulary and must be prescribed only by Center approved physicians in the Center's network.
- II. Program Goals: The goal of this program is to ensure that medications are accessible for individuals in services and affordable for the mental health authority.
- III. Transition Goals: Individuals who may experience a change in pharmacy provider as a result of the outcome of this RFP shall encounter minimal disruption in the normal process of receiving medications.
- IV. Target Population – Persons served must meet the priority population definition as defined by the Department of State Health Services.
 - a. Priority Population:
 - b. Other related info:
- V. Projected Workload Measures
 - a. Based upon historical data, the Center expects to provide medication services to 1500 individuals, with approximately 40% receiving Medicaid and/or Medicare.
 - b. It is expected that there will be a total of 16,000 medication transactions per year, with approximately 8,500 being processed through the pharmacy benefits manager. However, the Center does not guarantee this amount.
 - c. The Pharmacy provider must be capable of receiving, stocking, inventorying and distributing Patient Assistance Program stock for Center patients.
- VI. Financing and Reimbursement of Pharmacy Services

- a. It is highly unlikely that this agreement will result in Medicaid Under Arrangement services, but in the event that the Center and your organization enter into a Medicaid Under Arrangement contract the requirements of each would include:
 - i. The Center would provide Medicaid billing, accounts receivable and accounts payable services, with documentation of same, for all under arrangement rehabilitation services.
 - ii. The contractor would provide on a timely basis all clinical documentation to support billing, billing units and type of service on per consumer on forms provided by the Center.
- b. Successful Respondent must be able to meet all provisions of Pharmacy services as defined by HHSC including staffing, reporting requirements, and service provisions.
- c. HHSC general revenue funds are used as a payor of last resort. It is expected that patient mix will include indigent as well as Medicaid and/or Medicare eligible consumers and both sources will be a major revenue source to support overall services and maximize general revenue allocated. Applications and eligibility will be pursued for all potentially eligible persons. The Center will be assessing the potential for eligibility and assisting consumers in completing a Medicaid or Medicare application during the intake process. The successful Respondent must be able to assist with applications for all consumers already in the service system, those that become eligible or those who require clinical information and support from the service provider for a pending application or appeal once in service.
- d. Additionally, the Center intends to maximize all other potential sources of payment for medication, to include private insurance, client ability to pay, patient assistance programs and samples. The successful Respondent must be able to assist with ensuring that these sources are appropriately utilized.

SECTION C
EVALUATION AND SELECTION CRITERIA AND PROCESS

Any award made based upon this Request for Proposal will be based upon Best Value to the Center, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making and which consider the following relevant factors:

- 1. the delivery terms;
- 2. the quality and reliability of the respondent's services;
- 3. the extent to which the services meet the Center's needs;
- 4. indicators of probable respondent performance under the contract, such as the respondent's past performance, the respondent's financial resources and ability to perform, and the respondent's experience and responsibility;

5. the impact on the ability of the Center to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of services from persons with disabilities;
6. the total long term cost to the Center of contracting for the respondent's services;
7. the cost of any staff training associated with the contract;
8. the contract price;
9. the ability of the respondent to perform the contract and to provide the required services within the contract term, without delay or interference;
10. the respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
11. whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
12. whether necessary or desirable support and ancillary services are available to the respondent;
13. the character, responsibility, integrity, reputation, and experience of the respondent;
14. the quality of the facilities and equipment available to or proposed by the respondent;
15. the ability of the respondent to provide continuity of services;
16. the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and
17. any other factor relevant to determining the best value for the Center in the context of a particular contract.

The evaluation process is as follows:

1. All proposals received by the established deadline will be evaluated and ranked by Planning and Network Advisory Committee (or the Center's RFP Evaluation Committee) according to the factors above.
2. Respondents meeting the requirements and criteria may be invited to interview with Center to further clarify the evaluations of proposals, if deemed necessary by the committee.
3. Additional information, such as copies of the Respondent's Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.
4. Visits may be conducted to potential service contractors.
5. Based on resulting ranking of the proposals one or more Respondents may be asked to participate in negotiation with Center.
6. **APPEALS and/or PROTEST.** Any Respondent's wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

BETTY HARDWICK CENTER
ATTN: Jenny Goode, CEO

2616 S. Clack Street
Abilene, TX 79606

7. Proposals submitted become the property of Center and will not be returned to the Respondent's.

SECTION D PROPOSAL GUIDELINES

Each Respondent must answer each of the following items completely. You may attach additional materials as necessary to provide support information and details. Failure to disclose or provide complete and accurate responses, or to utilize format described below, may be considered a basis for eliminating the proposal from further consideration. Each Respondent must use the proposal response format as follows: State the question or item exactly as appears; then provide your detailed response.

I. Proven ability to provide high quality services.

- a. Describe your operation:
 - i. Identify Ownership
 - ii. Organization Structure (attach organization chart)
 - iii. Indicate years of experience providing the requested type of service.
 - iv. Identify any award or special recognition from regulatory, licensing bodies or professional associations.
- b. Describe background and experience of the entity or individual as a provider of Pharmacy services or substantially similar services showing ability to provide these services.
- c. Provide three references who are familiar with your background in providing Pharmacy services (provide name, title, address, telephone).
- d. Provide detailed information on all contracts which have been terminated in Pharmacy services or in a substantially similar service in the past 5 years.

II. Knowledge of Programmatic issues.

- a. Describe your experience in providing services and supports to consumers and their family members.
- b. Describe your activities/participation with NAMI, MHA, and similar organizations in serving the needs of the mentally ill and their families.
- c. Describe how you will engage and involve consumers, legally authorized representatives, and families at the policy and practice levels within your organization.

III. Description of Services

- a. Describe how you currently provide Pharmacy services or a similar service model.
- b. Describe where and when you will provide services within the Center's local service area, including the rural counties
- c. Describe your network of pharmacies in/around Abilene, Texas
- d. Describe core staff who would work with the Center and their availability
- e. Describe any transition goals for Center employees, if applicable

- f. Describe the transition plan you intend to utilize for consumers.
- g. Describe what value added services you will provide, through methods such as enhanced staffing, expanding service array, additional service capacity, use of internet/technology, etc.
- h. Describe the activities you will provide to ensure coordination of services as well as continuity.
- i. Describe how you will meet the cultural and linguistic needs of the consumers in the Center's local service area (Taylor, Jones, Callahan, Shackelford and Stephens Counties).

IV. **Quality Management** – Quality management and improvement systems provide ongoing self assessment of critical performance indicators developed to aid in improving the quality of services delivered. Internal and external reviews and surveys are part of this system.

- a. Describe the Quality management and Improvement system currently in place in your program.
- b. Describe in detail, performance indicators used in measuring and monitoring service performance and goals.
- c. Submit a copy of the most recent Quality Improvement Plan.
- d. Submit a copy of your Quality Management Program activities for the past 12 month period.
- e. Submit copies of all external reviews from all regulatory/accrediting bodies: include any plans of improvement required as a result of the reviews.
- f. Submit information and examples of any ongoing outcome measurement program activities, which have been operational for a minimum of 12 months.
- g. Lawsuits – Indicated any lawsuits or litigation involving clinical Services to Mental health patients to which you have been a party during the past three years. Provide details on any judgments.

V. **Financial Information**

- a. Provide a copy of a Certified External Audit for the past three years.
- b. Provide a copy of the most recent Tax Statement (IRS Form 1120, Form 990 as applicable).
- c. Provide a current Financial Statement including Cash Flow.
- d. Submit the most current Annual Report available.
- e. Provide evidence of continued financial viability to ensure your capabilities to support this project.
- f. Insurance – Indicate current coverage amounts for professional and general liability insurance, term of coverage, and name of carrier.
- g. Provide the budget detail for the proposed program or service(s).
 - i. Identify salaries and fringe benefits.
 - ii. Identify all other operating and administrative expenses that will be related to the program.
 - iii. Identify Medicaid/Third Party Revenue Projections.

VI. **Cost Proposal**

- a. Describe your proposal fee structure.
- b. Describe how you will maximize other payor sources to ensure the Center is the payor of last resort.

VII. **Risk Assessment**

- a. Has the Respondent had any validated/confirmed client abuse, client neglect, or rights violations claims in the last three (3) years? If so, explain in detail.
- b. Provide a copy of Professional Liability Insurance showing liability insurance coverage. Include directors' and officers' professional liability, errors and omissions, general liability, breaches of privacy, and medical malpractice insurance -- Label as **Exhibit VII B**.
- c. Identify whether Respondent, as an entity, or anyone employed by the Respondent is currently under investigation, or has had a license or accreditation revoked by any state, federal, or local authority or licensing agency within the last five (5) years. If "yes", provide a detailed explanation.
- d. Identify whether Respondent, as an entity, or anyone employed by the Respondent providing direct care or employed in a management position has had any felony convictions. If "yes", provide a detailed explanation. Provide any company policies that outline your procedures in dealing with current or future employees who are convicted felons.
- e. Identify whether Respondent has ever been placed on vendor hold by an agency or company. If "yes", provide a detailed explanation.
- f. Identify any lawsuits or litigation involving clinical services to which you have been a party during the past five (5) years. Provide details on any judgments.
- g. Provide a list of clinical services contracts for which Respondent has been terminated for cause in the last five (5) years.
- h. Identify whether Respondent, as an entity, or any of Respondent's employees Medicaid Provider number(s) have ever been suspended or revoked. If "yes", explain.

SECTION E
SUBMISSION OF PROPOSAL

ASSURANCES

The undersigned does make the following assurances that:

Respondent assures the following:

1. That all addenda and attachments to the RFP as distributed by the Center and designated by the checklist have been received.
2. No attempt will be made by the Respondent to induce any person or firm to submit or not to submit a proposal, unless so described in your response document.
3. The Respondent does not discriminate in its services or employment practices on the basis or race color, religion, sex, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. Respondent accepts the terms, conditions, criteria, and requirement set forth in the RFP.
6. Respondent accepts the Center's right to cancel the RFP at any time prior to Contract award.
7. Respondent accepts the Center's right to alter the time tables for procurement as set forth in the RFP.
8. The Proposal submitted by the Respondent has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Respondent has not been knowingly disclosed by the Respondent to any other Respondent prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. The Center has the right to complete background checks and verify information.
12. The individual signing this document and the Contract is authorized to legally bind the Respondent.
13. The address submitted by the Respondent to be used for all notices sent by the Center is current and correct.
14. No employee of the Center or HHSC, and no member of the Center's Board will directly or indirectly receive any pecuniary interest from an award of the proposed Contract. If the Respondent is unable to make the affirmation, then the Respondent must disclose any knowledge of such interests.
15. That the Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Respondent is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
17. Respondent shall disclose whether any of the directors or personnel of Respondent has either been an employee or a trustee of Center within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as key

personnel. If such employment has existed, or at term of office served, the Proposal shall state in an attached writing the nature and time of the affiliations as defined. *See Attachment C.*

18. Respondent shall identify in an attached writing any trustee or employee of Center who has a financial interest in Respondent or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Respondent shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of Center within the past two (2) years.
19. No former employee or officer of HHSC, and/or Center directly or indirectly aided or attempted to aid in procurement of Respondent's service.
20. Respondent shall disclose in an attached writing the name of every Center key person with whom Respondent is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Respondent that the natural person executing the Proposal has no knowledge of any key persons with whom Respondent is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due.
21. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Respondent; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful Respondent.

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

Name of Respondent Firm or Individual: _____

Type of Legal Entity: _____

Address: _____ **Phone No.:** _____
_____ **FAX No.:** _____

Auth. Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____