

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-11-200-10-25**

THIS CONTRACT is made and entered into this 26th day of October, 2011 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Network Sciences, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Software Services for Indigent Health Care System for Hidalgo County”** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Proposals (RFP) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Health and Human Services Department.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head**, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning October 26, 2011 and ending on October 25, 2012 . **The County shall have the sole option to extend this Contract for two (2) additional one (1) year term(s).** County shall provide the Company a minimum of sixty (60) days notice of its intent to renew this Contract for each additional one (1) year term. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted quarterly by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 1615 So. Closner, Suite J
 Edinburg, Texas 78539

If to Company **Network Sciences, Inc.**
 Attn: Abram Gordon
 14205 Burnet Road, Ste. 110
 Austin, Texas 78728

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

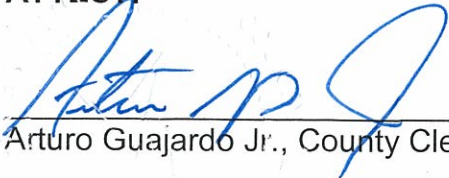
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this _____ day of _____, 2011.

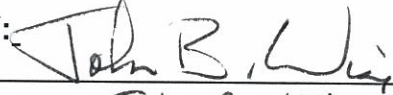
COUNTY OF HIDALGO

ATTEST:


Arturo Guajardo Jr., County Clerk

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/25/11 RD

COMPANY: 
By: _____
Printed Name: John B. Wise
Title: President

APPROVED AS TO FORM:
District Attorney's Office

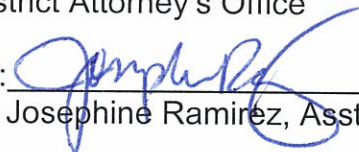
By: 
Josephine Ramirez, Asst. DA

EXHIBIT "A"

- **SPECIFICATIONS/REQUIREMENTS**
- **RFP PROCUREMENT PACKET**

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY

REQUEST FOR PROPOSAL

**“SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR
HIDALGO COUNTY HEALTH AND HUMAN SERVICES”**

RFP NO: 2011-200-10-05-CGA

**HIDALGO COUNTY
REQUEST FOR PROPOSAL
“Software Services for Indigent Health Care System for
Hidalgo County Health and Human Services”
RFP NO: 2011-200-10-05-CGA**

Overview:

The objective of this Request for Proposals (RFP) is to obtain proposals from qualified vendors that will provide Hidalgo County with “**Software Services for Indigent Health Care System for Hidalgo County Health and Human Services**” that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Health and Human Services of Hidalgo County.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of “**Software Services for Indigent Health Care System for Hidalgo County Health and Human Services**” as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 5, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2011-200-10-05CGA

| | |
|---|--|
| <p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p> | <p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p> |
|---|--|

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at

| | |
|---|---|
| <p><u>:US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p> | <p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p> |
|---|---|

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, September 28, 2011 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 30, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Health and Human Services no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County’s Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter’s ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for a **one (1) year period from date of award of contract**, with the County's option for two (2) additional **one (1) Year** extensions based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER’S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Proposer must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer’s credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company’s cover letter.

SCOPE OF SERVICES

The Hidalgo County Health and Human Services Department is requesting sealed proposals on a Indigent Health Care System that can performs pre-screening, appointment scheduling, eligibility and billing functions as mandated by the Texas Health and Safety Code Title II, (C) Chapter 61 Indigent Health Care and Treatment Act. It must include all periodic Legislative Changes as part of the proposal. Participants need to perform a current system Analysis and submit a proposal that can utilize any existing Human Services equipment.

The proposed system must provide a Turn-key Solution that includes all hardware, software and updates, including but not limited to the following:

- 1. Provide statistics on how many applicants were seen, denied or referred and to what agencies.

ELIGIBILITY:

1. Ability to generate all state required forms automatically from data entered in to the computer system including but not limited to:

- **Form 100:** Application for Health Care Assistance- Ability to input all information from Client data; Ability to print and save form in client files.

- **Form 101:** CIHCP Worksheet- Ability to input all information into the worksheet; Ability to print and save worksheet in client files. Must round down on #18. Total Countable Income Calculation on page 4 (6. Budget Calculation)
- **Form 101A:** Report of Changes-Ability to incorporate and save the form in the case record.
- **Form 102:** Appointment Notice- Ability to input information regarding the client; ability to print and save the form in client file.
- **Form 103:** Request for Information- Ability to input missing information and any other items needed on this form;
- **Form 104:** Health Care Service Record; ability to print and save the form in client file.
- **Form 105:** Monthly Financial Report; - Ability to generate report; ability to print and save report.
- **Form 109:** Notice of Eligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
- **Form 117:** Notice off Ineligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
- **Form 128:** Employment Verification Form – Ability to generate, print and save form.
- **Form 149:** Statement of Self-Employment Income- Ability to generate, print and save form.
- **Form 300:** End of Year Report- Ability to generate, print and save form.
- **Form 500:** Request for State Assistance Funds – Ability to generate, print and save form.

2. Provide internet accessible software module for vendors to verify client eligibility status, claim status and prior authorization.
3. Provide a daily report of the clients whose benefits have terminated and automatically generate Form 117 Notice of Ineligibility with the reason for the termination of benefits.
4. Provide statistical reports on the clients served such as number in the household, undocumented, US Citizens, Resident Aliens, male, female, children by age, etc.
5. Provide statistical reports on the workers productivity such as clients seen, time spent with client, no show clients, re-scheduled clients (with explanation), etc.
6. Ability to track what employee worked on the case and track modifications made by each employee.
7. Ability to track the time spent on each case, time arrived, time seen, and time spent with client.
8. Ability to track history of the case.
9. Ability to keep notes for all who worked on the case to view and add to.
10. Ability to scan and save documents associated with the client file.
11. Ability to document, calculate and save all data from prior months, especially prior month income.

12. Ability to track all Special Review cases and the reason for the special review.

APPOINTMENTS:

1. Provide appointment scheduler for 18+ Eligibility Specialist located at 12+ locations.
2. Ability to set appointment time gaps as determined by Human Services Director.
3. Ability to modify appointment schedule at the request of the Human Services Director.
4. Ability for the Human Services Director to view, analyze, and generate reports and statistics on the appointment schedule.
5. Ability to view and modify appointment schedule from any computer by authorized users.
6. Ability to track all modifications made to the appointment schedule.

BILLING:

1. Provide secure internet accessible software module for vendors to verify status of bills submitted for payment.
2. Ability to electronically transmit processed medical, hospital and pharmacy bills to authorized entity for bill payment.
3. Ability to track when clients receive Durable Medical Supplies (DME) and the quantity received.
4. Ability to track when clients receive frames and lenses.
5. Ability to track when clients received an eye exam.
6. Provide analytical and statistical report on types of services and all types of demographics such as city, age, gender, illness type and amount paid per client, etc.
7. Ability to track different reports such as most common CPT code, DRG, physicians, etc.
8. Ability to track which employee processes and modifies the data entered for each invoice.
9. Ability to verify that client is eligible for billed service on the date of service of the bill.
10. Ability to process the following billed services:
 - Advanced practice Nurse
 - Ambulatory Surgical Center
 - Certified Registered Nurse Anesthesia
 - Colostomy Medical Supplies
 - Counseling Services
 - Dental Care
 - Diabetic Supplies & Equipment
 - ER Medical Services
 - Home & Community Health
 - Hospital Inpatient
 - Hospital Outpatient
 - Lab X-Ray Services
 - Physicians
 - Physician Assistant (PA)
 - Vision Care
 - State Contract Hospital
 - Reimbursements
 - Other Services
11. Ability to process Pharmacy bills based on Third Party Administrator approved contract rates.
12. Ability to separate invoices based on year of service for auditing purposes. (Fiscal versus Calendar Year)

13. Ability to calculate DSHS limit of \$30,000 and/or 30 – day hospital stay per client and not allow any bills to be processed once the cap has been met.
14. Ability to keep track of clients who are close to \$30,000 fiscal year limit by service date and ability to track hospital days.
15. Ability to track the 3 prescriptions per month per client and not allow any prescriptions to be processed once the cap has been met.
16. Ability to track if claims are not received past 95 days from the date of certification or date of service.
17. Ability to calculate Hidalgo County 6% and 8% GTRL.
18. Ability to calculate and forecast when Hidalgo County will meet and/ or exceed 6% and 8% GTRL.
19. Ability to determine and notify staff if Hidalgo County is processing a duplicate invoice, no matter what medical procedure was originally charged.
20. Ability to enter multiple dates of service per invoice.
21. Ability to maintain and update all CPT and DRG codes on a regular basis.
22. Ability to look up DRG codes using the codes on UBØ4.
23. Ability to use Ambulatory Surgical Codes for payment.
24. Ability to have multiple users seeing notes for a client file.
25. Ability to do a reverse look up for a DRG code if we have a type of service but no DRG code.
26. Ability to generate a rejection form for all rejected claims.
27. Ability to calculate payable amount for anesthesia services using only units.

TRAINING AND TECHNICAL SUPPORT:

1. Provide post implementation training to all Human Services staff at our location
2. Provide annual training as requested by the Human Services director
3. Provide 24 hour/ 7 day technical support and respond to our call within 12 hours
4. Provide modifications to the program as needed to meet the changes needs of the Human Services Department.
5. Provide mandatory change of passwords every 90 days.
6. If software is a hosted solution, a copy of the backup/restore procedures, business continuity plan and disaster recovery plan must be provided.
7. All HIPAA compliance standards must be met and certification letter provided.

OTHER SERVICES (Optional):

1. Ability to access the Texas Medicaid Healthcare Partnership (TMHP) to verify Medicaid eligibility.
2. Ability to flag or notify us when an Appellant client is put on Medicaid regardless if the client is active or not and to provide us with the add date.
3. Ability to notify provider for reimbursements once client has been approved for Medicaid benefits.
4. Ability to create an identification badge for client.
5. Ability to accept secure electronic Billing from vendors (providers).
6. Ability to scan and save documents associated with bill payment in to the vendor (provider) file.

The computer hardware and software that best meets or exceeds the current and future requirements of the Hidalgo County Health and Human Services Department, and which will best provide the supporting tools and services for the Hidalgo County Health and Human Services Department needed to serve the residents of Hidalgo County will be awarded.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, October 5, 2011.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

| | |
|---|--|
| <p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p> | <p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p> |
|---|--|

All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County’s best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Health and Human Services will evaluate the proposal(s) utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Capability and Software Performance:** **30 points**
Company must state the approach and describe the modeling they have done to meet said specifications and/or requirements. Capability in achieving software performance and services required by the County of Hidalgo.

2. **Technical Support and Requirements:** **30 points**
Ease of communicating with company’s technical support and the company’s ability to provide all requirements as stated in the proposal.

3. **Ability to commit to all Services Required:** **20 points**

Company should provide as much background information as to similar services to City, County or any other governmental agencies. Company should identify three (3) counties and appropriate contacts for verification of implementation of the system software. Reference information should be as current as possible. Qualified/trained person should be able to diagnose and/or implement software as requested in scope of work.

4. **Maintenance, Training, Support and Service:** **20 points**
In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price, upgrades and services, maintenance and warranty.

Total: 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Health and Human Services Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Health and Human Services Department will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective system will be considered. Emphasis will be placed on capability to perform within the software system as well as meeting the needs of Hidalgo County Health and Human Services. Performance and reliability are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

- **PRICING PROPOSAL (Section 4)**
 - **Vendors' Proposal**

Section 4: Pricing Proposal

Price for Comprehensive Solution with all Required Features as named and explained in specifications of RFP:

**Total Solution for a minimum of 30 Concurrent Users with required functionality:
97,800 per year .**

There are no costs for set-up, implementation or training. Price includes 7am – 6pm Level 3 Support; 24/7 support is an additional \$5000 per year

Price for Adding Optional Features listed in RFP

1. **Medicaider™ (“Pre-Screener”):** \$100 per month per user (estimate 2 users). There is also a \$500 - \$5,000 1-time fee for adding new programs into Medicaider™, depending on the complexity of the program
2. **Direct and Integrated TMHP Verification:** \$200 per month for Hidalgo County (not a per user fee)
3. **Appellant client flag:** \$0 - Included in TMHP solution price above
4. **Notify provider for reimbursements once client has been approved.** \$0 - Included in TMHP solution price above
5. **ID Badge:** \$500 1-time set up fee plus cost of digital camera if Hidalgo County wants client pictures included on the ID Badge.
6. **Ability to record telephone interviews and save for future use:** \$0 - There is no cost other than buying the microphone.
7. **Ability to save email correspondence in client file:** \$0 - Included in License Fee above
8. **Ability to accept secure electronic billing from vendors (providers):** \$15,000/yr.
9. **Ability to scan and save documents associated with bill payment:** \$400 per month for Hidalgo County (not a per user fee).

Price for Optional CHASSIS™ Features not listed in RFP

- Encounter Tracking: \$30 per month per user
- Data Broker: depends on company selected
- Intake and Referral for Emergency Management: Depends on set-up and configuration chosen by Hidalgo County

From: [Abram Gordon](#)
To: [Cris Villarreal](#)
Subject: RE: Proposal submitted for Software Services RFP 2011-200-10-05-CGA
Date: Monday, October 24, 2011 10:03:06 AM

Hi Cris,

Yes, \$97,800 per year is our best and final offer. However, I would like to note that if the scope of the RFP changed significantly in terms of # of Users the cost could decrease. Also, we are happy to be flexible in terms of billing in order to meet your County purchasing requirements. We currently bill quarterly, but again, if the County would prefer us to bill monthly or annually we would be fine with that.

Please let me know if you need any additional clarification or have any additional questions. Thank you!

Abram Gordon
512-206-6604

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Monday, October 24, 2011 9:04 AM
To: Abram Gordon
Subject: Proposal submitted for Software Services RFP 2011-200-10-05-CGA
Importance: High

*Good morning Mr. Gordon,
I need some clarification regarding the proposal submitted for the above reference subject. You submitted an amount of \$97,800.00 per year. Would this be your best and final offer? Also, is your billing on a monthly basis or annually and when (date) do you expect payment. Your prompt attention is greatly appreciated.*

If you have any questions in regards, please call me direct, at 956-292-7000, Ext. 4867.

Thank you,
Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

EXHIBIT "C"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|----------------|
| PRODUCER CS&S/BBVA COMPASS INS AGY INC. PO BOX 946580 MAITLAND, FL 32794-6580 Phone - 866-251-0079 Fax - 877-763-5122 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | EMAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID #: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED NETWORK SCIENCES, INC 14205 BURNET RD, STE 110 AUSTIN, TX 78728 | INSURER A : American Casualty Company of Reading, Pennsylvania | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | |
|----------|--|-------------|----------|---------------|-------------------------|-------------------------|-------------------------------------|--|---|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | N | N | 2026588353 | 06/14/2011 | 06/14/2012 | EACH OCCURRENCE | \$1,000,000 | | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | | \$300,000 | | | |
| | MED EXP (Any one person) | | | | | | \$10,000 | | | |
| | PERSONAL & ADV INJURY | | | | | | \$1,000,000 | | | |
| | GENERAL AGGREGATE | | | | | | \$2,000,000 | | | |
| | PRODUCTS - COMP/OP AGG | \$2,000,000 | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | N | N | 2026588353 | 06/14/2011 | 06/14/2012 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 | | |
| | | | | | | | BODILY INJURY (Per person) | | | |
| | | | | | | | BODILY INJURY (Per accident) | | | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | | EACH OCCURRENCE AGGREGATE | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, Describe under DESCRIPTION OF OPERATIONS below | | | | | | | <input type="checkbox"/> Y <input type="checkbox"/> N WC STATUTORY LIMITS OTH-ER | E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County Purchasing Dept
 Attn: Mary Maldonado
 100 E Cano Street - 4th floor
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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