



# HARRIS COUNTY BID COVER SHEET

**Job No.**  
**12/0273**

**BID FOR: Armored Car Service for Deposit Processing and Cash Replenishment of Automated Parking Collection Units for the Harris County Hospital District dba Harris Health System (for one year beginning approximately January 1, 2013)**

**DUE DATE:** Monday, November 5, 2012

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

**OFFERORS NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

**RETURN BID TO:** **HARRIS COUNTY PURCHASING AGENT  
1001 PRESTON AVENUE, SUITE 670  
HOUSTON, TEXAS 77002**

**Buyer:** Carrie Patrick at (713)755-5327 or Carrie.Patrick@pur.hctx.net

Total Amount of Bid: \$ \_\_\_\_\_

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

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

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you carry Health Insurance on your employees? \_\_\_ Yes \_\_\_ No If yes, what % of employees: \_\_\_ %

How did you hear of this job?  Newspaper  Other

Signature: \_\_\_\_\_ Print Name \_\_\_\_\_

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

## TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 6. **Attachments**
  - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
  - X b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
  - X c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
  - \_\_\_\_\_ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
  - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - \_\_\_\_\_ f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
  - \_\_\_\_\_ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
  - \_\_\_\_\_ h. **Reference Sheet** - When references are required, you must use this form.
  - X i. **HIPAA Requirements**
  - X j. **List and Location of Parking Fee Collection Machines**
  - X k. **Vendor Certification of Eligibility**

## GENERAL REQUIREMENTS FOR BIDS

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

### **ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

### **ADDENDA**

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

### **ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

### **AWARD**

Harris County reserves the right to award this contract on the basis of **LOWEST AND BEST OFFER** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

### **BID FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

### **BID RETURNS**

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

### **BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

## **COLOR SELECTION**

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

## **CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

## **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

## **DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

## **DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

## **E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

## **EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

## **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

## **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

## **GOVERNING LAW**

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

## **GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

## **HIPAA COMPLIANCE**

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

## **HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

## **INSPECTIONS & TESTING**

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

## **INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

## **MAINTENANCE**

Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

### **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

### **NEW MILLENIUM COMPLIANCE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

### **POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

### **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

### **PURCHASE ORDER AND DELIVERY**

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

### **RECYCLED MATERIALS**

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

### **SCANNED OR RE-TYPED RESPONSE**

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

### **SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

### **TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

### **TERMINATION**

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

### **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.**

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

### **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

**VENDORS OWING TAXES OR OTHER DEBTS**

Pursuant to TX Local Government Code 262.0276, Harris County Hospital District Board of Managers has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after December 3, 2009.



## SPECIFICATIONS

*The following requirements and specifications supersede General Requirements where applicable. The term "Harris County" and "County" is understood to include the Harris County Hospital District dba Harris Health System ("Harris Health System") and Community Health Choice, Inc. ("CHC").*

<p><b>Armored Car Service for Deposit Processing and Cash Replenishment of Automated Parking Collection Units for the Harris County Hospital District dba Harris Health System</b></p>
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### SCOPE

Harris Health System is soliciting bids for a term contract for deposit processing and cash replenishment of automated parking collection units for the Harris Health System for one year beginning approximately January 1, 2013.

For information regarding the bid process, please contact Carrie A. Patrick of the Office of the Purchasing Agent at (713) 755-5273 or by e-mail [carrie.patrick@pur.hctx.net](mailto:carrie.patrick@pur.hctx.net), or for technical information concerning the products and/or services described in this bid, please contact Ralph Burdett at (713) 566-6906.

### RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris Health System's Board of Managers. Once renewal options are exhausted, the contract must be rebid. The Harris Health System reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

### INSURANCE

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown in attachment e., Minimum Insurance Requirements. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents. Certified copies of original insurance policies shall be furnished with this bid to Harris County. The County reserves the right to require additional insurance should it be deemed necessary.

### BONDS

The contractor will be fully bonded, per attachment b., Bid Guaranty and Performance Bond Information and Requirements. Bid guaranty is required at the time of bid submittal; performance bonding is required within ten (10) days after notification of award. Bidder should also complete and submit, if applicable, attachment c., Bid Check Return Authorization Form. Information regarding any loss and/or change of insurance coverage must be furnished immediately to Carrie A. Patrick, Harris County Office of the Purchasing Agent.

### REQUIREMENTS

Contractor will serve as a first line support technician, provide deposit processing, and provide scheduled cash replenishment of four (4) Scheidt Bachmann PKA/C pay station automated parking fee collection machines located at Ben Taub General Hospital, 1504 Taub Loop, Houston, TX 77030 and three (3) Scheidt Bachmann PKA/C pay station automated parking fee collection machines located at the

Holly Hall Parking Garage, 2525B Holly Hall, Houston, TX 77054. Please see attachment j. List of Parking Fee Collection Machines, for location of each unit.

Weekly servicing of each parking fee collection machine will consist of deposit processing of each machine six (6) days a week and scheduled cash and coin replenishment of each machine three (3) days a week.

Deposit processing of each parking fee collection machine will be made six (6) days a week, Monday through Saturday between the hours of 6:00 a.m. and 9:00 a.m. CST including all county, state and federal holidays. Deposit processing will consist of removing a sealed cash receptor cassette and contents of the diverting tray and replacing with an empty cash receptor cassette, clearing any coin, cash or receipt paper jams, resetting meters, replacing receipt paper if necessary, and remove and return any validation chip coins to Harris Health System's onsite security personnel for disposal. Two (2) print outs of the contents of the cash receptor cassette will be printed. One (1) copy will be provided to the Harris Health onsite security officer and the other taken with the sealed cash receptor cassette to the contractor's secured facility, contents verified, and deposited in the Harris Health System's designated depository. Currency and coins to be deposited will be in secured cash vaults at contractor's secured facility until transported by armored vehicle to the Harris Health System's depository.

The deposits resulting from the deposit processing shall be reported on a daily deposit report, and e-mailed to the Harris Health System's financial services manager. The all-inclusive cost for deposit processing must appear on Item No. 1 of the Pricing/Delivery Information sheet. This will be shown as a weekly price for each of seven (7) parking collection units and will be extended to reflect an annual estimate.

Additionally, on Monday, Wednesday and Friday between the hours of 6:00 a.m. and 8:30 a.m. CST, contractor will conduct a scheduled cash replenishment, which, for each parking fee collection machine, consists of: 1) removing the partially depleted sealed cassettes, 2) installing three (3) preloaded and sealed cassettes of the cash contents of which will be predetermined by the Harris Health System, and 3) replenishing the coin change hoppers with dollar coins, the contents of which will be predetermined by the Harris Health System. Upon request, contractor will conduct an additional coinage replenishment during the scheduled cash replenishment. This additional replenishment will consist of removing any coins in the holding receptor and replenishing coin bins with an amount to be determined by the Harris Health System. A printout of the contents of this cassette will be taken with the partially depleted sealed cassettes to the contractor's secured facility, contents verified, and deposited in the Harris Health System's designated depository.

Occasionally, a non-scheduled replenishment will be requested and provided within four (4) business hours of initial request. The cost for this service must appear on Item No. 2 of the Pricing/Delivery Information sheet.

Bidders may wish to include a deposit processing fee, as a percentage of actual deposits made. This fee must appear as a percentage of cash deposits, currently estimated at \$2,400,000 per year, on Item No. 3 of the Pricing/Delivery Information sheet, and extended to show an annual estimate.

Contractor will be responsible for the safety and security of all Harris County property in their possession. In the event of property damage or loss, the contractor will furnish a written report as to the type and amount of damage or loss within thirty six (36) hours. Salvage, reclamation and/or reparation will begin as soon as possible following the submission of the above report. Harris County will assist in the proper identification of any such material and make every effort to minimize costs and/or further loss or damage.

Vehicles used in transporting Harris County property and the contractor's secured facility will be specifically constructed and equipped for coin and currency transport and storage. No unarmored or partially armored vehicles or facilities will be allowed. Contractor's secured facility will be originally designed and built for the armored car services trade. Facility will be both adequately staffed with armed guards and electronically monitored for intruders, fire and power failure 24 hours a day, 7 days per week.

Prices as shown on the Pricing/Delivery Information sheet must be all inclusive of product, service, shipping, installation and any other cost associated with this commodity/service. No other charges will be allowed.

**PRICING/DELIVERY INFORMATION**

**PRICING**

Bidder must complete open spaces provided below. Quantities are estimated, Harris Health System may require more or less. In case of discrepancy between unit pricing and total pricing, unit pricing governs. Harris Health System may award by total, by group, by item, or as best serves the county.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	=	<u>Total Price</u>	
1	Weekly Service for Parking Fee Collection Machine	ea	7	x	\$ _____	=	\$ _____	
2	Non-Scheduled Replenishment	ea	40	x	\$ _____	=	\$ _____	
<b>Subtotal Items 1-2:</b>								\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Annual Deposits</u>		<u>Deposit Processing Fee %</u>	=	<u>Total Price</u>	
3	Deposit Processing	dollar	2,400,000	x	_____ %	=	\$ _____	
<b>Subtotal Item 3:</b>								\$ _____
<b>Grand Total of Items 1 - 3:</b>								\$ _____

**RENEWAL OPTIONS**

Harris Health System may consider four (4) one-year renewal options, renewable one year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris Health System’s Board of Managers. Once renewal options are exhausted, the contract must be rebid. The Harris Health System reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

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

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_  
\_\_\_\_\_

I. **Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

<u>Harris County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

\* This is the property account identification number assigned by the Harris County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Harris County Debt** - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]

**BID/OFFER GUARANTY AND PERFORMANCE AND/OR PAYMENT BOND  
INFORMATION AND REQUIREMENTS**

A guaranty shall be submitted with each bid that the bidder will, if required, execute and furnish performance and/or payment bonds within ten days after award of the contract and receipt of contract and performance and/or payment bond forms. Guaranty may be submitted in either of these forms:

- A. Individual bid bonds payable to Harris County for 5% for each separate bid, or
- B. Bank cashier's check payable to Harris County for 5% for each separate bid.

If the successful bidder submits a bank cashier's check, as guaranty, Harris County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make payment and/or performance bonds. The bond(s) shall be in the amount of 100% of contract price, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed form of contract and bond application(s) are available to the bidder from Harris County, and are the only form(s) Harris County will accept.

If the payment and/or performance bond forms and related documents are not returned to the Harris County Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, Texas 77002 within ten days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Purchasing Office from the Contractor's Surety before any payments will be made.

**BID CHECK RETURN AUTHORIZATION FORM**

Offeror must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, **not payable to any individual**.

If a bid, the County Clerk may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

- 1. we are an unsuccessful bidder, or
- 2. a performance bond, and payment bond, if required, has replaced the bid check, or
- 3. upon completion of contract.

Bid for: \_\_\_\_\_

Cashier's Check Number \_\_\_\_\_, Drawn on \_\_\_\_\_

Bank of \_\_\_\_\_, Dated \_\_\_\_\_ in  
the amount of \$\_\_\_\_\_.

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

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

Signature: \_\_\_\_\_

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

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**For Use of County Clerk/Purchasing Agent Only:**

Date Check Mailed: \_\_\_\_\_ By: \_\_\_\_\_

Ledger Number: \_\_\_\_\_ Dept: \_\_\_\_\_

**MINIMUM INSURANCE REQUIREMENTS**

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.



## **BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“BAA”) is entered into by and between \_\_\_\_\_ (hereinafter referred to as “Contractor”), and Harris County, a political subdivision of the State of Texas (hereinafter referred to as the “County”).

### **RECITALS**

The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

### **TERMS**

#### **Contractor’S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPHI”)**

##### **A. Definitions.**

1. Confidential Information is information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision).
2. Protected Health Information (“PHI”) is defined in 45 C.F.R. § 160.103 and is limited to information created or received by Contractor from or on behalf of the County.
3. Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (*e.g.*, flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

A. General.

1. Contractor agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Contractor agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Contractor's own expense.
3. Contractor agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Contractor's services to the County. Compliance with this paragraph is at Contractor's own expense.
4. The terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. Contractor represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. Business Associate. Contractor is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.

1. *Nondisclosure of PHI.* Contractor agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to the (Name of Agreement) to which this BAA is attached (hereinafter the "Agreement") other than as permitted or required by this BAA, or as otherwise required by law.
2. *Limitation on Further Use or Disclosure.* Contractor agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Contractor or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
3. *Safeguarding PHI.* Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.

4. *Safeguarding EPHI.* Contractor agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:
  - a) Encryption of EPHI that Contractor stores and transmits;
  - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
  - c) Use of updated antivirus software;
  - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
  - e) Conduct of periodic security training.
  
5. *Reporting Security Incidents.* Contractor agrees to report to the County any Security Incident **immediately** upon becoming aware of such. Contractor further agrees to provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Contractor determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Contractor agrees to notify the County in writing of the conditions that make reproduction infeasible and any information the Contractor has regarding the PHI or EPHI involved.

Contractor agrees to cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

Contractor agrees that the County will review all Security Incidents reported by Contractor and the County, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals; and (3) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Contractor agrees to reimburse the County for all expenses incurred as a result of Contractor's Security Incidents, including, but not limited to, expenses related to the activities described above. Contractor agrees that the County will select the Contractors and negotiate the contracts related to said expenses.

6. *EPHI and Subcontractors.* Contractor shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Contractor agrees to give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Contractor shall require any subcontractor or agent to whom Contractor provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this BAA, to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and EPHI.
8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
  - a) to be bound by these provisions with regard to PHI or EPHI received from Contractor;
  - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
  - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or EPHI by Contractor, or by a subcontractor or agent of Contractor, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Contractor also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.

10. *Notice – Access by Individual.* Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual’s PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual’s PHI. Upon request by the County, Contractor agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual’s PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual’s PHI or EPHI. Contractor agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual’s PHI or EPHI, Contractor agrees to notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual’s PHI or EPHI. Contractor agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
13. *HHS Inspection.* Upon written request, Contractor agrees to make available to HHS or its designee, Contractor’s internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County’s compliance with the Privacy and Security Requirements.
14. *County Inspection.* Upon written request, Contractor agrees to make available to the County and its duly authorized representatives during normal business hours Contractor's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Contractor agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Contractor agrees to allow similar access to books, records, and documents related to contracts between Contractor and organizations related to or subcontracted by Contractor to whom Contractor provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.

15. *PHI or EPHI Amendment.* Contractor agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
  16. *Documentation of Disclosures.* Contractor agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
  17. *Termination Procedures.* Upon termination of this BAA for any reason, Contractor agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Contractor pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Contractor maintains PHI or EPHI from the County in any form. If Contractor determines that transferring or destroying the PHI or EPHI is infeasible, Contractor agrees:
    - a) to notify the County of the conditions that make transfer or destruction infeasible;
    - b) to extend the protections of this BAA to such PHI or EPHI; and
    - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.
  18. *Notice-Termination.* Upon written notice to Contractor, the County may terminate any portion of the Agreement under which Contractor maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Contractor, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Contractor has repeatedly violated a Privacy or Security Requirement.
- E. Survival of Privacy Provisions. Contractor's obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.
- F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit the County to comply with the Privacy and Security Requirements.

- G. Indemnification. Contractor agrees to indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively “Indemnitees”) against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**
- 1. a breach of this BAA relating to the Privacy and Security Requirements by Contractor; or**
  - 2. any negligent or wrongful acts or omissions of Contractor or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H. Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and shall survive termination of this BAA. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.**
- I. Except as otherwise limited in this BAA, Contractor may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.**
- J. This BAA survives the termination of the Agreement and expires six (6) years after its termination.**

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Executed in multiple originals, each of equal force, by duly authorized representatives of Harris County and Contractor.

HARRIS COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Contractor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



**List and Location of Parking Fee Collection Machines**

<b><u>Location</u></b>	<b><u>Type</u></b>	<b><u>Interface Software</u></b>
Ben Taub Hospital Lobby	Schiedt Bachmann PKA/C	Entervo Revenue
Ben Taub Garage Elevator, L	Schiedt Bachmann PKA/C	Management System
Ben Taub Garage Elevator R	Schiedt Bachmann PKA/C	
Ben Taub Garage turnout lane	Schiedt Bachmann PKA/C	
Holly Hall Garage Elev Lobby R-601	Schiedt Bachmann PKA/C	
Holly Hall Garage Elev Lobby L-602	Schiedt Bachmann PKA/C	
Holly Hall Garage Clinic Entry-603	Schiedt Bachmann PKA/C	

VENDOR CERTIFICATION OF ELIGIBILITY TO PARTICIPATE  
IN FEDERAL AND STATE HEALTH CARE PROGRAMS

**Background**

The Harris County Hospital District d/b/a Harris Health System (“Harris Health”) participates in Federal and State health care programs. As conditions of participation, neither Harris Health nor its vendors may be excluded from participation in any Federal or State health care program, and both Harris Health and its vendors must comply with all rules and regulations regarding the programs.

Harris Health screens all vendors upon engagement, and at least annually thereafter, against the General Services Administration’s List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities (“LEIE/EPLS”) (collectively referred to as “exclusion lists”) to ensure that they are not listed on the exclusion lists. In addition, all vendors must disclose to Harris Health’s Corporate Compliance Office whether they or any of their owners, officers, directors, employees, or principals (collectively, “Principals”) are listed on the exclusion lists.

The contact information for Harris Health’s Corporate Compliance Office is:

Harris Health System  
Corporate Compliance Office  
P.O. Box 300033  
Houston, Texas 77230-0033  
(713) 566-6461 (Phone)

Harris Health has a disclosure policy that emphasizes a no-retribution, no-retaliation policy and includes a reporting mechanism for anonymous communications for which confidentiality is maintained. Harris Health has also arranged for a hotline service with an outside agency. The hotline’s phone number is 1-800-500-0333.

**Certification**

I hereby certify that neither the vendor who is listed below, nor any of its Principals, is on the exclusion lists. I further certify that the vendor will report immediately to Harris Health’s Corporate Compliance Office if either the vendor or any of its Principals becomes placed on the exclusion lists at any time in the future while the vendor is associated with Harris Health . I understand that if the vendor is now or subsequently become placed on the exclusion lists, Harris Health will terminate its contract(s) with vendor. I further understand that if the vendor fails to immediately terminate any of its Principals who become placed on the exclusion lists, Harris Health will terminate its contract(s) with vendor.

I further certify that the vendor understands that its Principals are expected to disclose or report to Harris Health’s Corporate Compliance Office, or other appropriate Harris Health

designated individual, any suspected violation of any Federal or State health care program requirement or of Harris Health's own policies and procedures.

---

Vendor Name

---

Address

---

City

---

State

---

Zip Code

---

Signature

---

Print Name

---

Title

---

Phone Number

---

Email Address

---

Date