TARRANT COUNTY

HOSPITAL DISTRICT d/b/a

JPS HEALTH NETWORK

REQUEST FOR QUALIFICATIONS #20221018300   
High-Volume Mammogram Screening Services

The Tarrant County Hospital District d/b/a JPS Health Network (the “District”) is seeking proposals for the provision of High-Volume Mammogram Screening Services.

**The District will reject any proposal that fails to comply in all respects with the instructions set forth herein for responding to this Solicitation. NO EXCEPTIONS WILL BE MADE, even if you are a current or prior vendor for the District. The contract awarded, if any, under and pursuant to this Solicitation shall supersede any previous contract, bid, or GPO agreement for the products or services described herein.**

Release Date: 06-15-2022

Response Deadline: 07-12-2022, 2:00 p.m. CST

1. **OVERVIEW**
   1. **INTRODUCTION AND OVERVIEW**

The District desires to award a contract or contracts based upon vendor proposals (“Solicitation Response(s)”) to this Solicitation (“Solicitation”). The District is soliciting vendor proposals from vendors capable of supplying the District with High-Volume Mammogram Screening Services (the “Service(s)”), as set forth and specified herein (See Section II below, Business Requirements, attached hereto and incorporated herein for all purposes). All Solicitation Responses must be delivered to the District by the date and time, and in the manner specified in Section I.B hereof to be considered a Solicitation Response by the District. It is the sole responsibility of the vendor submitting a Solicitation Response (“Respondent”) to ensure that its Solicitation Response is delivered to the proper location on time and in the manner set forth herein.

A Solicitation Response does not commit the District to accept such Solicitation Response or to award a contract based on any Solicitation Response (“Contract Award”) merely because a Solicitation Response may propose the lowest price for the Services. The District expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the vendor, including, but not limited to, Service pricing and terms, management experience and expertise, industry reputation and profile, performance history, support services, location and accessibility, and any other information relevant to its evaluation. Qualifications and omissions will be considered when evaluating vendor solicitation responses. A Solicitation Response that does not meet the minimum requirements set forth in Section II below, *Business Requirements*, will be disqualified.

This Solicitation is not an order and does not commit the District to pay for any costs incurred by the prospective vendor in the preparation or submission of the Solicitation or in the procurement of the Service. Service quantity estimates used herein may or may not reflect actual quantities needed or used by the District in the future, and do not commit the District to order specific Service quantities. Any Solicitation Response accompanied by terms and conditions that conflict with this Solicitation may be rejected by the District.

The District reserves the right to reject any or all Solicitation Responses and to issue a Contract Award or not to issue a Contract Award based solely on the Solicitation Responses received by the District in response to this Solicitation. However, prior to making any award hereunder, the District also reserves the right to engage in additional discussions with one or more of the vendors responding to this Solicitation.

Any prospective Respondent may request an explanation or interpretation of any portion of this Solicitation by complying with the request procedure described in Section I.C.2 below. The responses, if any, of the District to such requests are subject to and will be in the form of amendment to the Solicitation and will comply with the provisions of Section I.C.2 below. The District may elect not to respond to any or all such requests received from prospective Respondents.

Prior to the District’s consideration of a Respondent’s Solicitation Response each Respondent is required to register as a vendor in the District’s online “JPS Procurement System” (located on the District’s Website at: <https://jpshealth.gob2g.com>).

**MINORITY, WOMAN, AND VETERAN OWNED BUSINESS ENTERPRISE PARTICIPATION**

The District maintains a policy of encouraging and engaging in business transactions with vendors who qualify and are certified under applicable law as Minority, Woman, and Veteran Owned Business Enterprises (“MWVBEs”). The District establishes a **25%** good faith target goal. The District also encourages its vendors to utilize subcontractors and vendors who qualify and are certified under applicable law as MWVBEs. MWVBE Respondents are also strongly encouraged to subcontract to other MWVBEs to expand MWVBE participation beyond Respondent’s own self-performance. MWVBE Respondents should identify and list MWVBE subcontractors and other relevant information under the appropriate Solicitation Response section(s) and on the Good Faith Form ([Exhibit G](#ExG)). Prior to the Contract Award, a Respondent’s good faith efforts to utilize MWVBE subcontractors and vendors in its business transactions shall be part of the criteria under which the vendor proposals will be considered. Each Respondent will be required to show in its Solicitation Response its efforts to utilize MWVBE subcontractors and vendors in its business transactions.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2252.908**

Texas Government Code Section 2252.908 (“Section 2252.908”) states that a governmental entity or state agency ***may not*** enter into certain contracts with a business entity unless the business entity submits Form 1295, a disclosure of interested parties, to the governmental entity or state agency ***at the time the business entity submits the signed contract to the governmental entity or state agency***.  Section 2252.908 applies to all contracts entered into from and after January 1, 2016 between business entities and Texas governmental entities and state agencies which meet either one of the following criteria:

1. the contract requires a vote of the governing body of the Texas governmental entity, or

2. the contract has a contractual value of at least $1 Million.

The Texas Ethics Commission has adopted a Certificate of Interested Parties form (“Form 1295”) and has made it available on the TEC website.

In 2017 Section 2252.908 was amended to provide that the requirements of Section 2252.908 do not apply to the following contracts entered into or amended after January 1, 2018:

1. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

2. a contract with an electric utility, as that term is defined by Section 31.002, Texas Utilities Code; or

3. a contract with a gas utility, as that term is defined by Section 121.001, Texas Utilities Code.

In the event a Contract Award is issued pursuant to this Solicitation, the Respondent receiving the Contract Award shall be required to comply with the provisions of Section 2252.908, Texas Government Code, and the Chapter 46 Rules of the TEC, prior to entry into a contract with the District. The TEC has posted a video tutorial to its website for business entity filings of Form 1295. The TEC video provides step-by-step tutorials for creating login accounts for the business entity for completing and filing Form 1295. The TEC video tutorials can be viewed on its website at:

<https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>

The TEC’s FAQs are posted on its website at:

<https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php>

**COMPLIANCE WITH TEXAS GOVERNMENT CODE CH. 2271 (Boycott of Israel Prohibited)**

In 2017 Texas Government Code Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm) et seq. was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott Israel, and (ii) the company will not boycott Israel during the term of the contract. The requirement was modified in 2019 to apply only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The term “boycott Israel” is defined in Section [808.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.808.htm) of the Texas Government Code and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Any awarded contract must comply with the verification requirements in Texas Government Code Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm), and a Respondent’s failure or refusal to comply will result in the withdrawal of the Contract Award. **Respondents should ensure they and their affiliates do not appear on the Texas Comptroller’s** [**List of Companies that Boycott Israel**](https://comptroller.texas.gov/purchasing/docs/anti-bds.pdf)**.**

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTIONS 2252.151 et seq. (Scrutinized Business Operations in Sudan, Iran, or with Designated Foreign Terrorist Organizations Prohibited)**

In 2017 Texas Government Code Chapter 2252 was amended by adding Sections [2252.151](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.151) et seq. to provide that a Texas governmental entity is prohibited from entering into a contract with a company that engages in certain scrutinized business operations in Sudan, Iran, or with foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0052) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0102) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0152) of the Texas Government Code. **Respondents should ensure that they and their affiliates do not appear on the Texas Comptroller’s** [**Scrutinized Companies Lists**](https://comptroller.texas.gov/purchasing/publications/divestment.php)**. The District is** [**prohibited by law**](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.152) **from entering into a contract with a company on such a list (including a company with any affiliate on the list).**

**COMPLIANCE WITH TEXAS GOVERNMENT CODE CH. 2274 (Boycott of Certain Energy Companies Prohibited)**

In 2021, Texas Government Code Chapter [2274](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v2.htm) (added by 87th Legislature, S.B. 13) was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott energy companies, and (ii) the company will not boycott energy companies during the term of the contract. The requirement applies only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The term “boycott energy company” is defined in Section [809.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.809.htm#809.001) of the Texas Government Code and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or  manufacturing of  fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). Any awarded contract must comply with the verification requirements in Texas Government Code Section [2274.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v2.htm) (added by 87th Legislature, S.B. 13), and a Respondent’s failure or refusal to comply will result in the withdrawal of the Contract Award.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE CH. 2274** (**Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited)**

In 2021, Texas Government Code Chapter [2274](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm) (added by 87th Legislature, S.B. 19) was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) the company will not discriminate against a firearm entity or firearm trade association during the term of the contract. The requirement applies only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The requirement does not apply to sole source contracts or competitive solicitations-related contracts where no respondent can provide the verification required. (See Sec. [2274.002(c)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm)). The term “discriminate against a firearm entity or firearm trade association” is defined in Texas Government Code Section [2274.001(3)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. Any awarded contract must comply with the verification requirements in Texas Government Code Section [2274.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm) (added by 87th Legislature, S.B. 19), and a Respondent’s failure or refusal to comply will result in the withdrawal of the Contract Award.

**TEXAS PUBLIC INFORMATION ACT**

Each Respondent acknowledges that the District is a governmental body operating under and subject to the provisions of the Texas Public Information Act (“TPIA”) (Chapter 552 of the Texas Government Code) and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request. Respondent retains full responsibility and all costs for challenging any requests for information it considers confidential under the TPIA. **Respondents should consult the Attorney General’s website (**[**www.texasattorneygeneral.gov**](https://www.texasattorneygeneral.gov/)**) for information concerning the application of the provisions of the TPIA to proposals and proprietary vendor information.**

* 1. **SOLICITATION RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION**
     1. **Preparation of Solicitation Response.**

#### Each Respondent should carefullyexamine and familiarize itself with this Solicitation and all exhibits, drawings, specifications, and instructions regarding the Services included in this Solicitation (collectively, the “Solicitation Documents”). Each Respondent, by submitting a Solicitation Proposal, represents that Respondent has read and understands this Solicitation and the drawings, exhibits attached to this Solicitation.

#### Each Solicitation Response shall be fully completed, shall contain all the information required from the Respondent by this Solicitation, including the Vendor Certification Form attached hereto as [**Exhibit D**](#ExC) (“Required Information”), and shall be signed and executed, on the Signature Form attached hereto as [**Exhibit B**](#ExB) by an officer or other authorized representative of the Respondent. Each page of a Solicitation Response shall contain the company name of the Respondent. A Respondent’s failure to provide any of the Required Information in its Solicitation Response, or the failure of the Solicitation Response to contain the signature of Respondent’s officer or other duly authorized representative, may result in the District’s disqualification of such Solicitation Response. The Required Information shall include detailed information regarding the Respondent’s historical efforts (for the last year) to utilize DBE subcontractors and vendors in its prior business transactions and shall include such detailed information in its Solicitation Response.

#### Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its Solicitation Response. Unless otherwise designated by Respondent and agreed by the District, the Solicitation Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any Solicitation Response (“Submitted Materials”) will, immediately upon submission, become the property of the District. After the date upon which the final vendor is selected (See Section I.C.1 below) Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be born and paid in advance by the Respondent.

#### The District does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting a Solicitation Response, acknowledges and agrees that any Submitted Materials will be distributed or made available to appropriate District personnel and consultants involved in this Solicitation process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked “Proprietary” when submitted with a Solicitation Response.

#### The District reserves the right to modify and/or supplement this Solicitation by amendment issued by the District prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response Deadline at the same District internet site where this Solicitation is kept available for solicitation of Solicitation Responses. It is the responsibility of each Respondent to check that internet site frequently to determine if any amendments have been issued.

#### The District reserves the right to withdraw this Solicitation, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this Solicitation shall be effective upon the District’s issuance of written notice posted on-line at the same District internet site where this Solicitation is kept available for solicitation of Solicitation Responses, which notice may also be sent by the District to the prospective Respondents in any manner deemed reasonable by the District.

* + 1. **Form of Contract.**

### Any Respondent awarded a contract with the District for the purchase and sale of the products and/or services pursuant to this Solicitation shall be required to execute an agreement between the Respondent and the District which shall in all material respects contain the terms and conditions set forth in **Exhibit C** (Contract Terms), which is attached hereto and incorporated herein for all purposes. The District will not agree to change the Contract Terms except under unusual circumstances approved in the sole discretion of the District and its legal counsel. The District will entertain changes to the Contract Terms to the limited extent required to conform the unique terms of the Solicitation Response to the Contract Terms (e.g., unique payment provisions, terms and conditions). The District reserves the right to approve or reject any proposed changes to the Contract Terms submitted by Respondents.

### **IF ANY RESPONDENT PROPOSES CHANGES TO THE CONTRACT TERMS THE RESPONDENT MUST DO SO BY PROVIDING A REDLINE IN RESPONSE TO EXHIBIT F, THE *VENDOR’S PROPOSED REVISIONS* SHOWING ALL PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS TO THE REQUIRED CONTRACT TERMS. A RESPONDENT’S ATTEMPT TO PROVIDE ITS PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS IN ANY MANNER OTHER THAN AS INSTRUCTED MAY RESULT IN THE DISTRICT’S REJECTION OF THE RESPONSE WITHOUT FURTHER EXAMINATION.**

Respondents may not request additional changes to the Contract Terms after the Solicitation Response has been submitted to the District, nor will the District agree to negotiate any requested changes to the Contract Terms which are not included with the Solicitation Response in the manner and form set forth above in this section I.B.2 and in Exhibit F.

* + 1. **Submission of Solicitation Responses.**

#### All Solicitation Responses shall be submitted to the District as follows:

* + - * 1. **All Solicitation submissions must be sent electronically to** [**Bid\_submissions@jpshealth.org**](mailto:Bid_submissions@jpshealth.org). The proposal (except for any redline of the Contract Terms) must be submitted in a format that preserves graphic appearance, such as portable document format (PDF) or other digital image format that is platform-independent and easily readable without purchased software. If you submit a redline in response to Exhibit F, you must provide an editable, unlocked/unsecured version of the redline with your Solicitation Response (preferably in track changes).
        2. An attempted award will be deemed invalid if the Respondent, upon award of a contract (if ever), is not registered with **JPS Vendor Portal** (<https://jpshealth.gob2g.com/>) or is not in compliance with the District’s requirements for vendor credentialing.
        3. Respondents must submit the Solicitation Response as follows: the body of the email containing the Solicitation Response must state the following: (i) the name and address of the Respondent, (ii) the Response Deadline, and (iii) the Solicitation number. **Please put the Solicitation number and description in your email subject line.**
        4. Unless otherwise expressly provided in this Solicitation or in any amendment to this Solicitation, no Respondent shall modify or cancel the Solicitation Response or any part thereof for thirty (30) days after the Response Deadline. Respondents may withdraw Solicitation Proposals at any time before the Solicitation Proposals are opened by the District, but may not resubmit them. No Solicitation Proposal may be withdrawn or modified after the Solicitation Proposal deadline
        5. Solicitation Proposals will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interest of the District.
        6. The Respondent acknowledges the right of the District to reject any or all Solicitation Responses and to waive any informality or irregularity in any Solicitation Response received. In addition, the District reserves the right to reject any Solicitation Response if the Respondent failed to submit the data, information or documents required by this Solicitation, or if the Solicitation Proposal is any way incomplete or irregular.
        7. Failure to follow the instructions regarding the submission of Solicitation Responses may result in the District’s disqualification of such Solicitation Responses.

#### Solicitation Responses are due on or before **07-12-2022, 2:00 p.m. CST (“Response Deadline”).** The Response Deadline may be extended by the District upon amendment to this Solicitation issued prior to the then-existing Response Deadline. Solicitation Responses are not scheduled for public opening. No telephone, telephonic, or FAX Solicitation Responses will be accepted. The District will not be responsible for missing, lost, or late deliveries. **Solicitation** **Proposals delivered after the Response Deadline will not be accepted or considered under any circumstances**.

#### Each Solicitation Response shall contain the completed form entitled, “Vendor Certification Form” set forth on [**Exhibit D**](#ExD) which is attached hereto and incorporated herein for all purposes.

#### Each Solicitation Response shall contain the completed form entitled “Conflict of Interest Questionnaire” set forth on [**Exhibit E**](#ExE) which is attached hereto and incorporated herein for all purposes, and shall return the Conflict of Interest Questionnaire with its Solicitation Response.

* 1. **SOLICITATION SCHEDULE AND RELATED INFORMATION**
     1. **Estimated Schedule**

|  |  |
| --- | --- |
| Milestone | Date |
| Solicitation Issued | **06-15-2022** |
| Deadline for Questions Submitted by Respondents | **06-24-2022, 2:00 p.m. CST** |
| Pre-Proposal Conference | **No Pre-proposal Conference** |
| Response Deadline | **07-12-2022, 2:00 p.m. CST** |
| Solicitation Evaluation Period | **TBD** |

#### **Pre-Proposal Conference**. No Pre-Proposal Conference will be conducted.

#### **Milestone Dates.** Milestone Dates are estimated for planning purposes only and are subject to change.

* + 1. **District Solicitation Contact**

Respondents may, in the manner prescribed herein, present requests (“Submission Questions”) for an explanation, clarification or interpretation of the Business Requirements in this Solicitation and/or other requirements for submission of Solicitation Responses to the Solicitation Contact identified below during the proposal submission period. All Submission Questions must be submitted in writing and emailed tothe Solicitation Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this Solicitation that are the subject of such Submission Questions. The final date and time to submit Submission Questions **is 06-24-2022, 2:00 p.m. Central Time. NO PHONE CALLS PLEASE.** Confirmation of the delivery of Submission Questions to the District is the sole responsibility of the Respondent. The District may, in its sole discretion, elect not to answer or respond to any or all Submission Questions it receives, and the failure of refusal of the District to answer or respond to any Submission Question will not affect, in any way, this Solicitation. Submission Questions may be informally addressed during the Pre-Proposal Conference; provided, however, that no answer or response to any Submission Question by any representative of the District shall be effective unless and until it is issued by the District in writing in the form of one or more addenda to the Solicitation, and has been posted to the District’s Solicitation website link prior to the Response Deadline. It is the responsibility of each Respondent to check the website for all addenda to the Solicitation up to the Response Deadline. Prospective vendors are advised that no District employee other than the Solicitation Contact is empowered to make binding statements regarding this Solicitation, and no statements, clarifications, or corrections regarding this Solicitation are valid or binding on the District except those issued in writing by the Solicitation Contact as addenda to the Solicitation.

**Contact between Respondents and the District, other than in the manner described and set forth in this Section I.C.2, during the Solicitation Response submission period or evaluation period is prohibited. Any attempt by a Respondent to engage in prohibited contact with the District or the Solicitation Contact may result in disqualification of its Solicitation Response.**

The Solicitation Contact is:

Lizzie Harris Johnson, Contracts Administrator

Contract Management Department

JPS Health Network

JPS Professional Office Complex

1350 S. Main St., Ste. 1350 (1st floor)

Fort Worth, TX 76104

Email: [Bid\_Submissions@jpshealth.org](mailto:Bid_Submissions@jpshealth.org)

District’s Solicitation website link: <https://www.jpshealthnet.org/vendors/open-rfpsrfbsrfqs>

1. **BUSINESS REQUIREMENTS**
   1. **INTRODUCTION**

The District is requesting proposals from qualified vendors to provide a minimum of 1,200 screening mammograms (“Services”) per month to the District’s patients. Patients will include the entire patient population needing these Services, including patients with commercial health insurance, those enrolled in government health care programs, self-pay, certain out-of-network patients, and those indigent patients for whom the District is responsible for providing healthcare (“JPS Connections Patients”). To ensure adequate access to these Services, the District may award the contract to a single vendor or may elect to award contracts to multiple vendors.

* 1. **BACKGROUND**

Tarrant County Hospital District d/b/a JPS Health Network, Tarrant County’s public healthcare provider, is a tax-supported entity and includes John Peter Smith Hospital, JPS Surgical Center, a network of community and school-based health centers, and psychiatric services. A Level I Trauma Center, the District is licensed for 582 beds with over 1 million patient encounters per year. The District has the only Psychiatric Emergency Center in Tarrant County and an inpatient psychiatric hospital for adolescents and adults. With more than 25 primary and specialty health centers, the District serves patients throughout the community. The District has a Level III NICU where more than 4,300 babies are born each year. As a Comprehensive Level I Stroke Center and an AMI Certified facility by The Joint Commission, the District provides the best possible care for heart attack and stroke patients. An academic medical center, the District has 17 residency and fellowship programs, including one of the nation’s largest Family Medicine residency programs. The District takes pride in teaching the best and brightest from around the world and offers programs in several different specialties.

* 1. **PROJECT SCOPE**

The District is the county hospital and healthcare system for the residents of Tarrant County and experiences over 1 million patient encounters per year. Currently, the District cannot accommodate patients requiring mammography screening services and therefore seeks a qualified and accredited vendor with the capacity to provide a minimum of 1,200 mammography screenings per month for District patients. Payor mix is as follows:

* 14% commercial health insurance
* 22% Medicare
* 20% Medicaid
* 44% JPS Connections / self-pay / uninsured / certain out-of-network (paid by the District)

The District seeks pricing for District-paid screenings, which are anticipated to total approximately 528 screenings per month or 6,336 screenings per year. Depending on Respondents’ demonstrated abilities, resources, and capacity, the District may award contracts to one Respondent or to multiple Respondents.

**PLEASE NOTE: The District cannot guarantee any minimum number of patients requiring the Services. The District is the payor for JPS Connections/self-pay/uninsured and certain out-of-network patients only. The estimates above should not be construed as an offer to refer patients to Respondent or a request for payment or anything of value from Respondent in return for patient referrals. The District requests Respondent provide Services to other District patients solely for patient convenience. Estimates of payor mix are provided for planning purposes only and are not a guarantee, nor an offer of referrals.**

* 1. **MINIMUM REQUIREMENTS**

Respondent will be solely responsible for compliance with all federal, state and local laws, including the Mammography Quality Standards Act (MQSA). Respondent must maintain mammography accreditation and be in good standing with the American College of Radiology (ACR) during the contract term.

Respondent’s records or reports required for compliance with law and/or accreditations or governing bodies will be made available upon request by the District. Respondent will maintain all patient records as required by any applicable federal, and/or state laws and to maintain compliance with any applicable accrediting or governing agency.

The District prefers Respondents with five (5) years or more of experience in the high volume mammography field or comparable evidence of Respondent’s ability to provide the volume and quality of service required by the District.

* 1. **EQUIPMENT AND LOCATION REQUIREMENTS**

Respondent is responsible for providing mammography equipment (“Equipment”) that, whether stationary or mobile, provides clear, high-quality images. Imaging should meet then-current MQSA standards for screening exams and use tomosynthesis (3D mammography) at a minimum. Respondent’s facilities and/or mobile units must remain in good operating condition and have available capacity throughout the term of the contract. To ensure District’s patients have reliable access to mammography services, the Respondent must maintain 95% availability of agreed upon days/times (“Uptime”) during the contract. In the event the Respondent cannot or does not meet or exceed a 95% Uptime, financial and/or compensation penalties will be imposed.

Respondent must at a minimum provide three (3) mobile mammography units which must be available ten (10) hours per day, Monday through Saturday. Demand for services may fluctuate over the term of the contact. To ensure access to screening services for District patients, the District may request up to three (3) additional mobile units, additional locations, and/or extended operational hours or days.

**Stationary Equipment Location:** Location of stationary equipment must be within Tarrant County with multiple locations throughout the county to serve the District’s patient population.

**Mobile Equipment Locations:** Respondent must be available to provide services to the following locations as well as any new District health centers opened during the contract term. Locations for services will be demand-driven and may not include all District clinic locations listed. If Respondent is using a combination of stationary and mobile units, response should include, for each District clinic listed below, the address of the closest stationary location(s) and distance in miles from clinic.

* + 1. **Health Center for Women,** 1201 S. Main St., Fort Worth, 76104
    2. **Diamond Hill Health Center**, 3308 Deen Rd., Fort Worth, 76106
    3. **Gertrude Tarpley-Watauga Health Center**, 6601 Watauga Rd., Watauga, 76148
    4. **Iona Reed Health Center**, 401 Stribling Dr., Azle, 76020
    5. **Medical Home Northeast Tarrant**, 3200 W. Euless Blvd., Euless, 76040
    6. **Medical Home Southeast Tarrant**, 1050 W. Arkansas Ln., Arlington, 76013
    7. **Medical Home True Worth**, 1513 E. Presidio St., Fort Worth, 76102
    8. **Northwest Health Center for Women and Children**, 2200 Ephriham Ave., Fort Worth, 76164
    9. **Polytechnic Health Center**, 1650 S. Beach St., Fort Worth, 76105
    10. **South Campus Health Center**, 2500 Circle Dr., Fort Worth, 76119
    11. **Stop Six-Walter B. Barbour Health Center**, 3301 Stalcup Rd., Fort Worth, 76119
    12. **Viola Pitts-Como Health Center**, 4701 Bryant Irvin Rd. N., Fort Worth, 76107
    13. **Bardin Road Specialty Clinics**, 1741 E. Bardin Rd., Arlington, 76108
  1. **PERSONNEL AND STAFFING**

Respondent is responsible for providing all necessary personnel to ensure Services are available during the term to District patients. Respondent will ensure personnel are qualified, credentialed, and licensed (if required). Respondent will provide at a minimum, personnel to ensure the following requirements are met or exceeded.

* + 1. Respondent’s designated personnel will provide transportation and operation of any mobile units to locations listed in Section E as required by the District.
    2. Respondent’s clinical admin/lead or qualified designee must be available by phone to the District for trouble-shooting, customer service, and any other requested functions at a minimum during operational screening hours.
    3. Respondent’s designated personnel will be solely responsible for scheduling exams.
    4. Respondent’s designated personnel will schedule exams and document communications using the District’s electronic health record (“EHR”), Epic, and in compliance with the District’s and/or radiology department’s scheduling policies and procedures.
    5. Respondent’s designated personnel will ensure each scheduled day and location are kept at 90% or greater capacity.
    6. Respondent’s designation personnel will be solely responsible for any notification and/or rescheduling of patients due to any expected or unexpected downtime once the schedule has been opened.
    7. Please note that the District’s scheduling requirements are *in addition to* any required by the Respondent.
    8. Respondent’s designation personnel will perform all registration functions using the District’s EHR, Epic, and will ensure all District’s required registration documents are completed and in compliance with the District’s and/or radiology department’s registration policies and procedures.
    9. Respondent must provide patients with access to scheduling, notification, and registration options in English and Spanish. Additional language options, specifically Vietnamese, are highly desirable.
    10. Respondent must at a minimum provide phone support for patients (scheduling, notification, registration, customer support) Monday through Friday, 6:45 am through 5:30 pm and Saturday 7:00 am through 3:00 pm, all Central Time.
    11. Respondent must provide experienced mammography technologists who consistently produce quality diagnostic images.
    12. Respondent’s designated personnel will serve as patient navigators and will be the primary point of contact for all patients receiving Services.
    13. Respondent’s designated personnel will coordinate any follow-up and/or additional imaging needed with the District’s radiology department.
    14. Respondent’s interpreting radiologist(s) will complete final interpretation within 7 days from date of service.
    15. Respondent’s designated personnel will provide a results letter to the patient within 14 days from the date of service.
    16. Respondent’s designated personnel will provide final interpretation to the ordering provider and the District’s radiology department within 14 days from the date of service.
    17. Respondent’s designated personnel will ensure an electronic copy of the final interpretation is sent to the District’s EHR, as part of the integration requirements in Section F.6 above and in compliance with all applicable District policies and procedures.
    18. Respondent’s designated personnel will provide productivity, regulatory, and patient reports to the District.
    19. Respondent’s designated personnel or their delegated third-parties will be responsible for the entirety of the revenue cycle for Services, including but not limited: authorizing, charging, billing, collecting and processing of all claims. Billing and collection functions, in whole or in part, may be delegated to third-parties.
    20. Respondent shall be responsible for obtaining all necessary authorizations, consents and approvals from Patients, third-party payors, other providers and other parties as may be necessary to permit Respondent to bill for Services. Respondent shall bill and collect in compliance with such applicable laws, customary professional practices and the requirements of government health programs, and, as appropriate, other third-party payors and programs, including requirements for accurate diagnosis, medical necessity, procedure coding and chart documentation.
    21. Respondent must agree to provide the services to all District patients, regardless of insurance/coverage status. The District will pay a flat fee for Services provided to uninsured, self-pay, or JPS Connections Patients as well as certain out-of-network District patients.
  1. **TELECOMMUNICATIONS AND IT REQUIREMENTS**

Respondent must have the technical infrastructure and support to provide Services and meet all District requirements. Respondent will provide technical resources and support to integrate Respondent’s and District’s systems as needed to provide Services and meet District requirements. Respondent’s proposal must include information regarding the Respondent’s applicable internet security policies and procedures as well as any security applications in use.

**Minimum Technical Requirements:**

* + 1. Query, transfer, store (receive), and display DICOM MG/MR SOP class objects. These objects may include, but are not limited to:

|  |  |
| --- | --- |
| Breast Tomosynthesis Image SOP Class | 1.2.840.10008.5.1.4.1.1.13.1.3 |
| Digital Mammography Image Storage – For Presentation | 1.2.840.10008.5.1.4.1.1.1.2 |
| Digital Mammography Image Storage – For Processing | 1.2.840.10008.5.1.4.1.1.1.2.1 |
| Grayscale Softcopy Presentation State Storage SOP Class | 1.2.840.10008.5.1.4.1.1.11.1 |
| Mammography CAD SR SOP Class | 1.2.840.10008.5.1.4.1.1.88.50 |
| MR Image Storage | 1.2.840.10008.5.1.4.1.1.4 |

* + 1. Receive, process, and transmit HL7 transactions. Some of these transaction types can include, but are not limited to:
       1. Admission/Discharge/Transfer messages (ADT)
       2. Order Respond messages (ORM)
       3. Observation Results messages (ORU),
       4. Scheduling Information Unsolicited messages (SIU)
       5. Detail Financial Transaction messages (DFT)
       6. Master File Notification messages (MFN).
  1. **REPORTING REQUIREMENTS**

Respondent will provide reports to the District that include but are not limited to:

* + 1. Daily:
       1. Patients assigned a BI-RADS assessment category 0
       2. Patients that require diagnostic mammography
    2. Monthly:
       1. Total number of patients scheduled, serviced and no showed
       2. Percentage of recall imaging
       3. EQUIP report
       4. Turn-around times:
          1. Order to schedule
          2. Complete to patient letter sent
          3. Complete to final report sent
       5. Uptime percentage
       6. Percentage of abnormal results

The parties will also track the following quality metrics goals, which Respondent will report to District twice a year:

* + 1. Number of available slots: minimum of 2000 per month
    2. Uptime percentage: ≥ 95%
    3. Percentage of screenings requiring repeat imaging due to quality: <12%
    4. For abnormal results, number of days from screening to notification of the District for scheduling a diagnostic mammogram: ≤ 3 business days
    5. Number of days from screening to final report: ≤ 5 business days
    6. Patient phone support availability: ≥ 95%
    7. Clinical admin/lead phone support availability: ≥ 95%
    8. Patient satisfaction scores: TBD
  1. **REQUIRED INFORMATION**

Respondents must include the following information in their Solicitation Responses:

* + 1. Respondent’s screening qualification protocol/policy
    2. Will Respondent consider changes to the screening qualification protocol/policy?
    3. How many mobile units and/or stationary locations are available to service the contract?
    4. If stationary locations will be utilized, how will Respondent ensure District’s patients have necessary access to the Service?
    5. Is the Respondent currently integrated with a customer(s)’s EHR?
    6. What EHR(s) have you successfully integrated with and what type(s) of information is shared or sent?
    7. Project team qualifications and experience - Include a complete list of resumes, relevant qualifications for all key personnel associated with this Solicitation. This list shall include all key personnel, including the clinical admin/lead, reading physician(s), and Respondent’s physicist(s). You should include an overview of any planned subcontractors you may use to provide services in this section if applicable. Provide the following information for each key person:
       1. The person’s relationship with Respondent, including job title and years of employment with Respondent;
       2. The role that the person will play in connection with the Services;
       3. Contact information, including address, telephone, fax numbers, and e-mail address;
       4. The person’s educational background;
       5. The person’s relevant experience
    8. Has Respondent ever experienced a security breach or incident? If so, describe in detail.
    9. Has Respondent ever been penalized, fined, censured, or agreed to pay a fine related to any patient data breach or incident? If so, describe in detail, including any corrective action plan.
    10. Describe the privacy and security measures Respondent has in place to ensure patients’ PHI is protected.
    11. For any litigation involving Respondent that (i) is currently ongoing or (ii) was filed within the last five years, provide the style of the case, cause number, and court along with a short summary of the claims and defenses of the parties and anticipated resolution timeframe.
  1. **PRICE QUOTES**

Respondent should propose a fixed flat rate for the Services provided to uninsured, self-pay, certain out-of-network patients, and JPS Connections Patients. Price quotes shall remain firm during Solicitation evaluation and for an additional 120 days after recommendation for award. Pricing must remain fixed for the initial term of the agreement. Respondents must include all costs associated with use of the items. Any costs not included in the Solicitation response cannot be charged to the District. Respondents may propose pricing increases for the optional renewal terms with set caps (e.g., no more than 1% to 3% annually). Use the spreadsheet attached as [Exhibit A](#ExA) to this Solicitation to provide line-item pricing in your Response.

* 1. **CONTRACT TERM**

The proposed term of the contract is **one (1) year with four (4) additional one-year renewal options**. The District may exercise the renewal options by providing vendor with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term. The contract will be subject to cancellation by the District for any reason, at any time, and without penalty of any kind upon furnishing thirty (30) days’ advance written notification to vendor. At the end of the term, the District reserves the right to extend the contract for up to 180 days to provide an opportunity to bring a new contract into place with another vendor.

* 1. **SELECTION AND EVALUATION PROCESS**

**Selection Process**The Solicitation Contact shall designate an evaluation committee (“Evaluation Committee”) which will be composed of employees from the District. The District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Evaluation Committee will narrow the field of submitted Solicitation responses to those which best meet the requirements of this Solicitation and which best meet the complete needs of the District. Each such Solicitation Response will then be evaluated according to the criteria set forth herein.

**Evaluation Criteria Specific to This Solicitation**The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Solicitation. The evaluation of Solicitation Responses will involve scoring each Solicitation Response in the areas listed and set forth below in Section I (Evaluation Factors). The District’s evaluation of the Solicitation Responses will be based upon each Respondent’s response to the evaluation factors stated in this Solicitation. Any Respondent’s failure to provide complete and full responses to the requested information may lead to disqualification of such Solicitation Response.

* 1. **EVALUATION FACTORS**

In determining how to award a contract or contracts in conjunction with the Solicitation, the District may consider the following:

1. The reputation of the Respondent and of the Respondent’s goods and/or services.
   1. References
2. The extent to which the goods and/or services meet the District’s needs.
   1. Requested information included and thoroughness of response.
   2. Documented understanding of the services to be provided.
3. Quality of Respondent’s goods and/or services.
   1. Provision for the required disciplines and skills.
   2. Qualifications of key personnel adequate for assignment.
   3. Experience of key personnel to be assigned to provide services.
4. Diversity Enterprise Participation – the utilization of minority, woman, and veteran-owned businesses.
   1. **SOLICITATION RESPONSE CONTENT**

The overall Solicitation Response should not exceed 25 pages total, excluding exhibits.

1. **Executive Summary**

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the District. This synopsis should not exceed two pages in length and should be easily understood.

1. **Company Background**
2. **How the Proposed Solution Meets the District’s Needs**

Describe how the proposed solution meets the requirements in [Sections D](#SecD) through [H](#SecH) above. Provide the information requested in [Section I](#SecI). Respondent must specify any deficiencies or deviations from the requirements and provisions of this Solicitation.

1. **Pricing**

Respondent will propose a fixed flat rate on [Exhibit A](#ExA) for the requested Services.

1. **References**

Provide a minimum of three references (not including the District), preferably from customers for whom Respondent has provided the same services as those requested in this Solicitation. Include name, telephone number, and email address. *The District will contact the references provided to determine Respondent’s performance record for products/services similar to that described in this request.*

1. **Diversity Enterprise Participation**

Provide a discussion on how the Respondent intends to meet the District’s goal of 25% MWVBE participation for the scope/specifications of this Solicitation. Discuss any MWVBE management partners the Respondent plans to team with to provide the scope/specifications. (Maximum 1 page)

The District strongly encourages the utilization of minority, woman, and veteran-owned businesses.

A. Submit certificate if Respondent is a certified MWVBE **(do not submit an expired certificate).**

B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and /or organizations notified regarding the interest in MWVBE participation in this contract; and

C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount.

1. **Required Forms**

a. [Exhibit B](#Check8): Signature Form

b. [Exhibit D](#ExD): Vendor Certification Form

c. [Exhibit E](#ExE): Conflict of Interest Questionnaire

d. [Exhibit F](#ExF): Vendor Proposed Revisions (include an **editable** **unlocked/unsecured redline** in track changes if proposing changes to [Exhibit C](#ExC), Contract Terms)

e. [Exhibit G](#ExG): JPS Supplier Diversity: Good Faith Form

* 1. **EVALUATION CRITERIA SCORE SHEET**

| **EVALUATION CRITERIA** | **Possible Points** | **Vendor**  **Score** |
| --- | --- | --- |
| **THIS SECTION WILL BE SCORED BY THE EVALUATION COMMITTEE** | | |
| * + 1. The extent to which the goods and/or services meet the District’s needs.        1. Requested information included and thoroughness of response.        2. Documented understanding of the services to be provided. | **30** |  |
| * + 1. Quality of Respondent’s goods and/or services.        1. Provision for the required disciplines and skills.        2. Qualifications of key personnel adequate for assignment.        3. Experience of key personnel to be assigned to provide services. | **30** |  |
| * + 1. The reputation of the Respondent and the Respondent’s goods and/or services.        1. References | **25** |  |
| **THIS SECTION WILL BE SCORED BY DIVERSITY & INCLUSION DEPARTMENT** | | |
| * + 1. Minority, Woman, and Veteran-Owned Business Enterprise Participation. This is worth **15 points**. **If the Respondent is a Certified MWVBE,** skip B and C; **if not,** complete B and C**.** The breakdown is as follows: | | |
| A. Respondent is a certified MWVBE. | **15** |  |
| **OR** | | |
| B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and/or organizations notified regarding the interest in MWVBE participation in this contract; AND | **5** |  |
| C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount. | **10** |  |
| **MAXIMUM TOTAL POSSIBLE POINTS** | **100** |  |
| **Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **Evaluator ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **RFQ #20221018300 High-Volume Mammogram Screening Services** | | |

**Exhibit A**

**Price Sheet**

**RFQ #20221018300 High-Volume Mammogram Screening Services**

Respondents must include **all costs** associated with provision of the services. Imaging should meet then-current MQSA standards for screening exams and use tomosynthesis (3D mammography) at a minimum. Rates should be quoted as Full Procedure, including both Technical and Professional components. The pricing below will apply to District uninsured, self-pay, JPS Connections patients, and certain out-of-network patients receiving the described service. The District will not cover costs for services provided to patients with health insurance or those enrolled in a government health care program.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Estimated Qty** | **Rate** | **Total** |
| Complete bilateral mammography screening exam in accordance with the MQSA standards (to include tomosynthesis) | Approx. 6,336/year  (average 528/month) | $ | $ [Rate x 6,336] |
|  |  | $ | $ |
| **Total Annual Cost:** | | | **$** |
| [If proposing different rates for future years, specify rates here] |  |  |  |
| **Total 5-Year Cost:** | | | **$** |

**Respondents: Please provide pricing for the entire 5-year possible term.** You may propose different rates over the term. You may also propose may pricing as a percentage of Medicaid or Medicare rates.

**PLEASE NOTE: The District cannot guarantee any minimum number of patients requiring the Services. The District is the payor for JPS Connections/self-pay/uninsured and certain out-of-network patients only. The estimates above should not be construed as an offer to refer patients to Respondent or a request for payment or anything of value from Respondent in return for patient referrals. The District requests Respondent provide Services to other District patients solely for patient convenience. Estimates of payor mix are provided for planning purposes only and are not a guarantee, nor an offer of referrals.**

**Exhibit B**

**Signature Form**

Respondent shall signify Respondent’s acceptance of and compliance with the requirements, terms, and conditions of this RFQ #20221018300 High-Volume Mammogram Screening Services by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this Solicitation and its terms and conditions. Respondent warrants that Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations, does not engage in any prohibited boycott, and that Respondent does not appear (nor does any affiliate appear) on any [Texas Comptroller Divestment Statute Lists](https://comptroller.texas.gov/purchasing/publications/divestment.php).

Respondent warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete the products and services in its Solicitation Response.

Respondent certifies that the individual signing this Solicitation Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this Solicitation Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE SOLICITATION RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE DISTRICT.

|  |  |
| --- | --- |
| **RFQ #20221018300 High-Volume Mammogram Screening Services** | |
| Respondent (Company) Name: | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: |
| Printed Name: Title: | |
| Telephone: Email: | |

**Exhibit C**

**Contract Terms**

**RFQ #20221018300 High-Volume Mammogram Screening Services**

**MAMMOGRAPHY SCREENING SERVICES AGREEMENT**

This Mammography Screening Services Agreement (“Agreement”) is made by and between the Tarrant County Hospital District d/b/a JPS Health Network (“District”), a unit of local government and more specifically a county hospital district, created and operating under Chapter 281 of the Texas Health and Safety Code and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Provider”) for the purpose of contracting for Mammography Screening Services, effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”). The District and Provider may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

**Whereas**, the District, in furtherance of its statutory obligations to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health delivery system that includes several hundred licensed in-patient beds at three facilities, as well as an extensive network of community-based facilities located throughout and serving the residents of Tarrant County, Texas;

**Whereas**, **District** from time to time contracts with other medical or behavioral service providers to facilitate the programs of the District; and;

**Whereas**, Provider operates programs for the detection of cancer and is capable of providing advanced digital 3-D mammogram screening tests and professional staffing by physicians and other health care providers who specialize in and are qualified to provide professional medical review and interpretation of such screening tests to the District in the subspecialty of breast imaging radiology (as further described on Exhibit A, the “Services”); and,

**Whereas**, Provider is a licensed by the State of Texas to perform mammography, is accredited by the American College of Radiology in mammography, is qualified to do business in the State of Texas, and is qualified and capable of performing and completing the Services.

**Now, Therefore**, for and in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the District and Provider hereby agree as follows:

1. **Term and Termination**
   1. **Term**. The term of this Agreement shall commence on the Effective Date as stated at the beginning of this Agreement and continue for **one (1) year** unless earlier terminated (“Initial Term”). The District may renew this Agreement for up to four additional one-year terms by providing written notice at least thirty (30) days prior to the expiration of the then-current term (each a “renewal Term” and together with the Initial Term, the “Term”). This Agreement shall continue in force until its expiration or termination as provided herein.
   2. **Termination**.
      1. ***Termination for Default***. The District may terminate this Agreement effective immediately and without penalty if and when it determines, in its sole discretion and judgment, that Provider is not complying with terms of this Agreement, and/or in the event of: (i) any misrepresentation or fraud by Provider or Provider employee; (ii) any action by Provider employee which, in the reasonable judgment of District, constitutes gross misconduct or may jeopardize the health and safety of a patient; (iii) Provider or Physician loss, suspension, restriction or action regarding his or her license, or certification to participate in Medicare or Medicaid; (iv) Provider Personnel’s repeated failure to comply with District’s utilization management program, quality improvement program and/or District’s credentialing criteria, and/or (v) Provider’s failure to maintain professional liability insurance in accordance with this Agreement. In the event of non-compliance by Provider or its Personnel, District agrees the Provider will have a period of thirty (30) days to remedy the situation and will not be subject to termination in the event the non-compliance has been cured.
      2. ***Termination for Convenience****.*  The District may terminate this Agreement, with or without cause, upon thirty (30) days’ written notice to Provider; provided, that if this Agreement is terminated within the first year, the Parties will not enter into another agreement for the same services until the end of the contract year during which such termination has occurred.
      3. ***Automatic Termination****.* In the event that Provider enters bankruptcy, takes an assignment for the benefit of creditors, becomes subject to receivership or is otherwise reasonably deemed insolvent, this Agreement shall terminate at the option of the District.
      4. ***Effect of Termination: Without Cause/for Default/Automatic Termination and Annual Fiscal Condition Precedent***. In such an event, the District’s sole obligation shall be to compensate Provider for Services it has provided up to the effective date and time of the termination.
   3. **Annual Fiscal Condition Precedent**. Provider acknowledges and agrees that District is a governmental entity and, as such, is subject to an annual budgetary process and the limitation and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Agreement, either in its initial term or in any automatically or otherwise renewed term, should continue over into the District’s subsequent fiscal years following that fiscal year when this Agreement was executed and funds are not appropriated or budgeted for this Agreement and completion of the term in question, the District may terminate this Agreement without penalty and shall have no further obligation or liabilities hereunder. However, if the Agreement is terminated pursuant to the terms above, District agrees to pay for fees and charges incurred as of the termination date.
2. **Services, Qualifications, and Standards**
   1. **Services**. Provider shall make available and furnish Services as described on Exhibit A to District patients on an as-needed/as-requested basis. The District will pay for Services provided to District Connection-sponsored patients, self-pay patients and other approved uninsured patients (collectively, “District Covered Patients”) as deemed appropriate at the sole discretion of the District. Provider shall perform and complete the Services in accordance with this Agreement and using industry best practices applicable to the performance of the Services. Provider employs or contracts with physicians (“Physicians”), nurses, and other medical and administrative support staff (collectively, “Personnel”). Provider will supply at its own expense, necessary equipment, supplies and other materials required to perform and deliver the Services to the District Covered Patients. District shall have the right to request the modification or expansion of the scope of any or all of the Services to be provided by Provider hereunder, and to make commensurate modifications to the compensation therefore, by giving Provider written notice of any such changes. Provider, in its sole discretion, may or may not accept such modifications.
   2. **Licensure, Certification, and Accreditation.** Provider shall at all times during the Term, maintain all applicable licenses, certifications and accreditations necessary to provide the Services, including, without limitation, certification with the Texas Department of State Health Services under the Mammography Quality Standards Act of 1992 and the Texas Administrative Code, Chapter 289, or accreditation with the American College of Radiology (“ACR”) or other accrediting body approved by the U.S. Food and Drug Administration.
   3. **Qualifications of Personnel**. Provider shall provide to District, in writing, the criteria and qualifications used by Provider to verify technical competence of Personnel. Provider represents and warrants that it maintains and will continue to maintain a formal credentialing process for all physicians employed or contracted, including any professional medical providers that provide the professional component of Service hereunder. District shall review such criteria and qualifications on a periodic basis. The District shall have the right at any time to reject any Personnel providing the Services for any or no reason. At a minimum, Provider Personnel shall meet the qualifications set out below:
      1. Physicians. Provider shall ensure that each Physician providing Services shall at all times during the Term: (i) hold an unrestricted Texas license to practice medicine as a Doctor of Medicine or a Doctor of Osteopathy; (ii) be board-eligible or board certified in diagnostic radiology; (iii) be enrolled as a Medicare provider and eligible to participate in government health programs, including without limitation Medicare and Medicaid; and (iv) be employed by or under contract with Provider.
      2. Other Professional Personnel. Provider shall ensure that all other professional staff (excluding Physicians) providing Services under this Agreement, shall at all times during the Term: (i) hold applicable unrestricted licensure to provide services in the State of Texas; and (ii) be employed by or under contract with Provider.
   4. **Standards for Services**. Provider shall, and shall cause the Physicians to, follow all standards applicable to Doctors of Medicine and/or Doctors of Osteopathy (as applicable) meeting the requirements of the ACR or the American Osteopathic Board of Radiology and all other applicable accrediting bodies and program oversight requirements. Provider also shall, and shall cause the Personnel to, perform the Services in accordance with: (i) generally accepted standards of care in District’s community; all applicable federal and state statutes, rules and regulations, including without limitation the Medicare and Medicaid conditions of participation, and the Services; (iii) the accreditation standards applicable to District, the Provider, and the Services, including without limitation those requirements imposed by Texas Department of State Health Services and ACR; and (iv) with regards to the Physicians, the ethical and professional standards of the American Medical Association, the Texas Medical Association, and other relevant professional, licensing and regulatory entities. Provider shall comply with Centers for Medicare and Medicaid Services guidelines that apply to the provision of any Services hereunder. Provider agrees that patient or physician complaints will be investigated and a corrective action plan will be created and sent to the District within seven (7) days of receiving the complaint.
   5. **Medical Staff/Privileges**. Provider shall ensure that each Physician has and maintains any clinical privileges necessary to provide and bill and collect for the Services.
   6. **Quality Assurance and Improvement/Utilization Review/Peer Review**. Provider shall develop, implement, monitor and maintain quality assurance and improvement, utilization review and peer review programs, procedures; guidelines and policies for the Services, as required by Medicare and Medicaid law and regulations, and by the standards for governing, regulatory, licensing, accrediting and certifying agencies having jurisdiction over the provision of Services. Provider and its Personnel shall comply with all procedures, guidelines and policies relating to the Provider’s quality assurance and improvement, utilization review and peer review programs. If any regulatory, accrediting, certifying or licensing agency or board determines that Provider does not meet or exceed acceptable standards prescribed in connection with the Services, any and all actions necessary to bring the Services into compliance with applicable standards shall be taken by Provider and its Personnel within a reasonable time (not to exceed 30 days, unless otherwise agreed by the Parties) after the details of noncompliance and steps necessary to effectuate compliance are made available in writing to Provider.
   7. **Personnel Approval/Removal**. District reserves the right to refuse the Services of any Provider Personnel assigned by Provider. District may immediately request removal for cause of any Provider Personnel providing Services to District patients. Cause for removal is determined solely by the District and includes, but is not limited to, any of the following: gross negligence, intentional dereliction of duty, felonious criminal activity, failure to adhere to the District’s policies, procedures and this Agreement, the inability to perform duties competently, or insubordination. District must provide written notice to Provider within seventy-two (72) hours specifying the reasons for immediate removal. District agrees to pay Provider for Services actually provided, even if associated Personnel are later removed for cause. District agrees to cooperate and assist Provider in its investigation of any removal of any assigned Provider Personnel.
   8. **No Employment by District.** No Physician or other employee or contractor of Provider shall be deemed an employee of District for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by District on account of this Agreement. Provider shall be exclusively responsible for the payment of all wages, salaries, taxes, withholdings, payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers’ compensation and social security obligations, licensing fees, and the like, and the filing of all necessary documents, forms and returns pertinent to all of the foregoing on behalf of Provider’s employees. Provider shall not bring, and shall hold harmless and defend District against, any and all claims that District or any of its affiliated entities is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes and documents, including but not limited to social security taxes and employer income tax withholding obligations.
   9. **Outreach**. District may elect to engage in community outreach activities designed to promote District services and facilities, including, with the prior consent of Provider, after a review of the applicable promotional content, the Services performed by Provider. Provider and the Physicians shall cooperate with District in connection with such activities. District shall work directly with \_\_\_\_\_\_\_\_\_\_ concerning the use of the names of Provider and the Physicians, and the professional address, specialty, educational training and credentials of the Physicians in promotional materials, community outreach brochures, on the District website, in provider directories and in similar materials utilized to describe District’s services and facilities, and all such uses shall be subject to Provider’s written approval.
   10. **Insurance**.
       1. Provider shall purchase and maintain at all times such insurance at Provider’s sole cost, which will protect Provider and the Physicians from all claims, including but not limited to those claims set forth below, which may arise out of Provider’s activities (Services) whether such activities are by the Provider or Provider Personnel, agents, or subcontractors.
          1. **Workers Compensation** with statutory limits of liability and minimum Employer’s Liability limits in amounts sufficient to cover Provider’s obligations under this Agreement;
          2. **Comprehensive General Liability** (including but not limited to bodily injury and death, broad-form property damage, contractual and premises) with combined single limits of not less than amounts of One Million Dollars ($1,000,000.00) for each occurrence and Three Million Dollars ($3,000,000.00) in the annual aggregate; and
          3. **Automobile Liability** with a minimum One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned automobiles, hired automobiles and non-owned automobiles.
       2. All insurance shall be issued by insurance companies authorized to engage in business in the State of Texas, and have a rating of no less than A- in the most current edition of the A.M. Best Insurance Report or the equivalent in Moody’s and/or S&P.
       3. ***Specific Requirements***. All liability policies shall be endorsed to include the District as an additional insured to the extent indemnified pursuant to this Agreement. Provider’s policies shall be primary over the District policies (if any), and shall provide for severability of interests, and thirty (30) days’ notice of cancellation.
       4. ***Certificates and Notices***. Two (2) Certificates of Insurance shall be provided to the District as evidence of compliance with this requirement, prior to the provision of Services under this Agreement. Provider shall provide thirty (30) days’ prior written notice to the District of any nonrenewal or cancellation of any insurance coverage.
       5. Provider recognizes and agrees that the District is a political subdivision of the Sovereign State of Texas and is therefore subject to the Tort Claims Act.
3. **Authorization, Billing, and Compensation**
   1. **Authorization for Services**. Provider shall be entitled to rely on written authorization for Services from a provider contracted with the District or with Acclaim Physician Group.
   2. **Billing and Collections for Medical Services**. Provider shall be responsible for the full scope of revenue cycle management related to the Services provided. Provider shall be solely responsible for charging, billing; collecting and otherwise processing any and all claims or invoices relating to Services. District acknowledges and agrees that the billing and collection functions, in whole or in part, may be delegated to third-parties (“Vendors”) at Provider’s discretion. Provider shall be responsible for obtaining all necessary authorizations, consents and approvals from patients, third-party payors, other providers and other parties as may be necessary to permit Provider or Vendors to bill for Services. Provider shall bill and collect in compliance with such applicable laws, customary professional practices and the requirements of government health programs, and, as appropriate, other third-party payors and programs, including requirements for accurate diagnosis, medical necessity, procedure coding and chart documentation.
   3. **Payment for Services**. Subject to the invoice process below in Section 3.4, District shall compensate Provider for the provision of Services to District Covered Patients referred from District as set forth on Exhibit B. Compensation is dependent on fully meeting of this Agreement, including standards of care and metrics. To ensure that the Services under this Agreement have been performed to the satisfaction of the District, once the District’s designee has approved said invoice and final imaging report, the approved invoice shall become due and payable. Provider’s failure to meet the minimum standards set forth herein may result in reduction of payment as reflected on Exhibit B.
   4. **Payment Procedure for Services**.
      1. Invoices for Services rendered to District Covered Patients must be submitted within sixty (60) days of the date of Service. Invoices not submitted in accordance with the terms of this Section 3.4 within such sixty (60) day period will be denied for payment (with no appeal) and Provider may not seek reimbursement from the District Covered Patient.
      2. If the District requires additional information from Provider, it will notify Provider of the specific additional information needed within thirty (30) days of receipt of the invoice from Provider. Failure of Provider to timely respond to a request for additional information may result in denial of the claim. The District may recoup overpayments made by the District on invoices submitted by Provider within twelve (12) months from the date of final payment. The District may, in the timeframe permitted by the law, recoup or offset an overpayment (without interest) from future payments. The District and Provider agree to cooperate in the event of periodic failures of equipment or other events beyond their reasonable control.
      3. Unless otherwise directed by District, Provider shall submit invoices with applicable coding including, but not limited to ICD-10 (or current coding guidelines), CPT, HCPCS coding, and final imaging report. Provider shall include the date of Service, the District patient Medical Record Number or birth date, patient name, charges for the Services rendered, Provider’s Federal Tax I.D. number and/or other identifiers requested by District.
      4. District shall have the right to make, and Provider shall have the right to request corrective adjustments to a previous payment; provided however, that District shall have no obligation to pay additional amounts after twelve (12) months from the date the initial invoice was paid. Invoices are to be submitted electronically to [ap@jpshealth.org](mailto:ap@jpshealth.org).
   5. **Audits and Adjustments**. Either Party may require additional or supplementary reports to establish the extent of Services provided hereunder, and shall have the authority to audit the other Party’s books and records to establish the extent of those Services, so long as the requesting Party provides at least ten (10) days prior notice of the request to audit. In the event this Agreement, or any position or component contained within this Agreement is terminated for any reason by either Party, compensation will be due only for Services actually rendered through the effective date of termination, subject to the requirements for verification and other provisions of this Agreement.
   6. **Fair Market Value**. District and Provider acknowledge and agree as follows; (a) they have bargained at arms’-length to determine Provider’s compensation under this Agreement; (b) the compensation is fair market value for the Services to be performed by Provider under this Agreement; and (c) the compensation is consistent with fair market value for similar services in District’s community. In determining the charges for Services, the Parties agree that the amounts to be paid by the District represent the fair market value of the Services to be provided, without, in any way, taking into account or being predicated upon the volume or value of any referrals or business otherwise generated between the Parties. Provider’s compensation of Physicians shall at all times be consistent with fair market value for the services provided.
   7. **No Compensation for Referrals**. Nothing contained herein requires the referral of any patients between the Parties and no compensation or consideration of any kind shall be paid or given for any such referrals. Notwithstanding any provision contained herein to the contrary, each party retains the right, in its sole discretion, to refer patients to any person or entity deemed appropriate for their care and treatment. The compensation for Services provided to District Covered Patients does not take into account the District referring any other patient to Provider or any Physician and does not vary with the volume or value of referrals to (or business generated for) Provider or any Physician. The District cannot guarantee any minimum number of patients will seek the Services, and payment for the Services provided to District Covered Patients will not change depending on number of patients referred. Provider is providing Services to other District patients solely for purposes of patient convenience. Provider will not compensate any Physician, at any time, in a manner that takes into account or varies with the volume or value of referrals to (or business generated for) District by such Physician.
   8. **Liaison**. Provider shall provide a contact person who is an officer or other appropriate representative of Provider who is readily accessible to District.
4. **Reporting, Records, and Compliance**
   1. **Reporting**. Provider will provide reports to the District as follows:
      1. **Daily**:
         1. Patients assigned a BI-RADS assessment category 0
         2. Patients that require diagnostic mammography
      2. **Monthly**:
         1. Total number of patients (i) scheduled, (ii) serviced, and (iii) no showed
         2. Percentage of recall imaging
         3. EQUIP report
         4. Turn Around Times:
            1. Order to schedule
            2. Complete to patient letter sent
            3. Complete to final report sent
         5. Uptime percentage
         6. Patient phone support availability
         7. Clinical admin/lead phone support availability
   2. **Metrics**. The parties will track the following metrics and goals:
      1. Number of available slots: ≥ 2000 per month
      2. Uptime percentage: ≥ 95%
      3. Percentage of screenings requiring repeat imaging due to quality: <12%
      4. For abnormal results, number of days from screening to notification of the District for scheduling a diagnostic mammogram: ≤ 3 business days
      5. Number of days from screening to final report: ≤ 5 business days
      6. Patient phone support available during the required periods (Monday through Friday, 6:45 am through 5:30 pm and Saturday 7:00 am through 3:00 pm, all Central Time): ≥ 95%
      7. Provider phone support available during the required periods (clinical admin/lead or qualified designee must be available by phone to the District for trouble-shooting, customer service, and any other requested functions at a minimum during operational screening hours): ≥ 95%
      8. Patient satisfaction scores: [TBD]

Provider’s failure to meet or exceed these metrics may result in a reduction in payment for Services as set forth in **Exhibit B**.

* 1. **Records**. Provider shall meet all record keeping standards and requirements applicable to hospitals licensed in the State of Texas and certified as a Medicare provider. Provider files shall be complete, kept in accordance with the State of Texas requirement/regulations and readily available to The Joint Commission as needed. Provider agrees to comply with all state and federal records requirements, and to make said records readily available for inspection as may be needed by agencies of the federal and state government. In the event compensation payable hereunder shall exceed Ten Thousand Dollars ($10,000.00) per annum, Provider hereby agrees to make available to the Secretary of Health and Human Services (“HHS”), the Comptroller General of the Government Accounting Office (“GOA”), Client and Intermediary and their authorized representative, all contracts, books, documents and records that are necessary to certify the nature and extent of the costs hereunder for a period of seven (7) years after furnishing of Services hereunder. In addition, Provider hereby agrees, if the Services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS, GOA, District and Intermediary and their authorized representative, all contracts, books, documents and records that are necessary to certify the nature and extent of the costs thereunder for a period of seven (7) years after the furnishing of services thereunder.
  2. **Electronic Health Record Access**. Provider agrees to the terms of the attached **Exhibit C**, Agreement for Access to Protected Health Information, which sets forth the terms under which Provider may remotely access the District’s electronic health record system with respect to patients provided Services.
  3. **Texas Public Information Act**. District advises Provider that District is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request. Provider’s trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on District to disclose Provider information that may be subject to an exception from disclosure, District will (i) promptly notify Provider of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such information may be withheld.
  4. **HIPAA**. District is subject to, and is considered a “Covered Entity” under, the provisions of the privacy regulations, 45 CFR Part 160 and Part 164, Subparts A and E (the “Privacy Regulations”) and the security regulations, 45 CFR Part 160, Part 162 and Part 164, (the “Security Regulations”) under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1171, et seq. (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, at §13400 *et. seq.* of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-53 (“HITECH Act”). From time to time, in the course of providing Services to District Covered Patients under this Agreement, Provider and the District may transmit and receive from each other certain information that may constitute “protected health information” as defined in the Privacy Regulations (“PHI”). Provider acknowledges that for all purposes under this Agreement, in accordance with 45 CFR § 160.103, Provider is a covered entity and not a business associate of the District. Furthermore, Provider agrees to comply with applicable provisions of HIPAA, HITECH, and the Security and Privacy Regulations. Any violation of or failure to satisfy HIPAA, HITECH, or the Privacy or Security Regulations shall be a breach of this Agreement. This Section shall survive the termination or expiration of the Agreement.
  5. **Health Care Fraud and Abuse.** The Parties are aware of and have structured this Agreement in accordance with applicable federal and state laws and regulations prohibiting fraud and abuse in health care. In particular and without limitation;
     1. ***Anti-Kickback Statute***. The Parties intend to comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and the safe harbor regulations promulgated thereunder, including without limitation the safe harbor for Personal Services and Management Contracts set forth at 42 C.F.R. 1001.952(d), and with the Texas statutes regulating the solicitation of patients. It is not a purpose of this Agreement to induce the referral of patients, The Parties acknowledge that there is no obligation or compensation under this Agreement, or any agreement or understanding between them, that requires a Party or any of its affiliates to refer, recommend or arrange for any items or services paid for by Medicare, Medicaid or any other healthcare program. To the extent that a Party makes referrals for health care business, it shall make such referrals in a manner consistent with sound professional medical judgment, the wishes of the patient and/or the patient’s health care plan or other payor.
     2. ***Physician Self-Referrals***. The Parties intend to comply with the federal prohibition on physician self-referrals commonly referred to as the “Stark” law (42 U.S.C. § 1395nn). The Parties further intend that this Agreement comply with applicable statutory and regulatory exceptions to Stark, including without limitation the exception for Personal Services Agreements set forth at 42 C.F.R. 411.357(d).
  6. **Exclusion and Ethics**.
     1. Provider agrees that it will immediately report in writing to the District in the event, if ever, Provider, including any of its officers, directors, employees, contractors or agents, becomes a target of any criminal investigation or any investigation that could result in debarment or exclusion Provider or such other person from federally or state funded healthcare programs.
     2. Provider warrants and represents to District that Provider has never been:
        1. convicted of a criminal offense;
        2. listed by a federal agency as debarred, excluded or otherwise ineligible for federal plan participation;
        3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
        4. excluded from any state or federal healthcare program.
     3. Provider further warrants and represents to the District that neither Provider, nor any of Provider’s officers, directors, members, partners, shareholders (excluding shareholders, members and limited partners that own less than 5% of the combined voting power of Provider), employees, contractors or agents:
        1. is currently under criminal investigation or any investigation that could result in debarment or exclusion from federally or state funded healthcare programs; or
        2. has ever been:
           1. convicted of a criminal offense that is a felony or a misdemeanor of moral turpitude;
           2. listed by a federal agency as debarred, excluded or otherwise ineligible for Federal plan participation;
           3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
           4. excluded from any state or federal healthcare program.
     4. In the event that any of the foregoing representations in this Section 1.19(b) or (c) ceases to be true, Provider will immediately report same in writing to the District.
     5. Upon receipt of any report required by Provider hereunder or in the event of a failure to report by Provider, the District may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the District shall have no further obligations or liabilities hereunder.
  7. **Chapters 2271, 2252, and 2274 Texas Government Code Verification**.
     1. *Boycott of Israel Prohibited*. In compliance with Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm) et seq. of the Texas Government Code, Provider verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section [808.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.808.htm) of the Texas Government Code.
     2. *Scrutinized Business Operations Prohibited*. In compliance with Section [2252.151](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.151) et seq. of the Texas Government Code, Provider warrants and represents that: (1) neither Provider nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Provider nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Provider nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0052) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0102) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0152) of the Texas Government Code. Provider further represents and warrants that neither Provider nor any of its affiliates appears on any of the Texas Comptroller’s [Scrutinized Companies Lists](https://comptroller.texas.gov/purchasing/publications/divestment.php).
     3. *Boycott of Certain Energy Companies Prohibited*. In compliance with Section [2274.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v2.htm) of the Texas Government Code (added by 87th Legislature, S.B. 13), Provider verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section [809.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.809.htm#809.001) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
     4. *Discrimination against Firearm Entities or Firearm Trade Associations Prohibited*. In compliance with Section [2274.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm#2274.002) of the Texas Government Code (added by 87th Legislature, S.B. 19), Provider verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section [2274.001(3)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm#2274.001) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

1. **GENERAL PROVISIONS**
   1. **Independent Contractors**. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the parties, other than that of independent contractors. Neither Provider nor its Personnel shall be considered the employee of District. This Agreement shall not create the relationship of employer-employee, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.
   2. **Expenses**. Provider shall be solely responsible for all personal and professional expenses incurred by it or any Provider Personnel to render the Services.
   3. **Notice of Immunity**. District does not waive any rights or immunities provided as an agency of the State of Texas, whether granted by common law or statute, and nothing contained in this Agreement or any action required of District by this Agreement shall be interpreted to be such a waiver.
   4. **Prohibition on Use of Name and Logo**. Provider agrees that it will not, without the prior written consent of the District, use the names, logos, symbols, trademarks or service marks of the District, including but not limited to those associated with JPS Health Network, for any purposes or uses (expressly including but not limited to for Provider’s advertising, promotion or other marketing) other than those reasonably related to performing and completing the Services. This section titled “Prohibition on Use of Name and Logo” shall survive the termination or expiration of this Agreement.
   5. **Indemnity.**
      1. ***General***. PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT, DISTRICT’S MANAGERS, OFFICERS, AGENTS, EMPLOYEES, STAFF, REPRESENTATIVES, AND DIRECTORS (COLLECTIVELY, THE “DISTRICT INDEMNITEES”) FROM ALL CLAIMS (DEFINED BELOW) AND SHALL DEFEND THE DISTRICT AND DISTRICT INDEMNITEES AGAINST ALL CLAIMS AND CAUSES OF ACTION OF THIRD PARTIES ARISING OUT OF OR RELATED TO ANY OF THE FOLLOWING, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT OR DISTRICT INDEMNITEE: (I) A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE, REGULATION OR ORDER APPLICABLE TO PROVIDER AND/OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES; (II) ANY VIOLATION OR BREACH BY PROVIDER OF ITS REPRESENTATIONS AND WARRANTIES TO THE DISTRICT IN THIS AGREEMENT; OR, THE FACT THAT ANY OF SUCH REPRESENTATIONS AND WARRANTIES CEASES TO BE TRUE AT ANY TIME PRIOR TO TERMINATION OR EXPIRATION OF THIS AGREEMENT; (III) THE FAILURE OF PROVIDER TO OBTAIN, OR CAUSE TO BE OBTAINED, ANY REQUIRED LICENSES, PERMITS OR CONSENTS FOR THE DISTRICT TO RECEIVE AND USE THE SERVICES OR ANY COMPONENT THEREOF, TO THE FULL EXTENT PROVIDED IN THIS AGREEMENT, EXCLUDING ANY REQUIRED CONSENT THAT IS NOT OBTAINED DUE TO THE DISTRICT’S FAILURE TO PAY FOR SAME; AND (IV) PERSONAL INJURIES, DEATH OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY TO THE EXTENT CAUSED BY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF PROVIDER OR ANY PROVIDER AGENT, EMPLOYEE OR REPRESENTATIVE.
      2. ***Intellectual Property***. PROVIDER AGREES TO, AND SHALL, INDEMNIFY AND HOLD THE DISTRICT HARMLESS AGAINST ANY CLAIMS TO THE EXTENT THE SAME ARISE OUT OF OR ARE ASSERTED AGAINST THE DISTRICT ALLEGING THAT ANY SERVICES PROVIDED HEREUNDER INFRINGES ANY INTELLECTUAL OR PROPRIETARY PROPERTY RIGHTS OF ANY THIRD PARTY OR ANY UNITED STATES PATENT OR, PROVIDED THAT (1) THE DISTRICT GIVES PROVIDER WRITTEN NOTICE WITHIN TWENTY-ONE (21) DAYS AFTER THE DISTRICT’S ACTUAL KNOWLEDGE OF THE EXISTENCE THEREOF, OF ANY SUCH CLAIMS, DAMAGES, OR EXPENSES, AND/OR (2) THE DISTRICT AGREES TO COOPERATE REASONABLY WITH PROVIDER AS REASONABLY NECESSARY TO DEFEND, SETTLE, REIMBURSE, OR AVOID ANY SUCH CLAIMS, DAMAGES AND EXPENSES.
      3. ***Employment***. PROVIDER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT, AND ITS MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AGAINST ALL CLAIMS ARISING OUT OF OR RELATED TO THE EMPLOYMENT OR CONTRACT RELATIONSHIP OF ANY OF PROVIDER’S EMPLOYEES AND INDEPENDENT CONTRACTORS INCLUDING BUT NOT LIMITED TO CLAIMS FOR SALARY/WAGES, VACATION PAY, SICK LEAVE, RETIREMENT BENEFITS, SOCIAL SECURITY, WORKER’S COMPENSATION, HEALTH OR DISABILITY BENEFITS, UNEMPLOYMENT INSURANCE BENEFITS, OR EMPLOYEE COMPENSATION OR BENEFITS OF ANY KIND. PROVIDER AND THE PROVIDER PERSONNEL PROVIDING SERVICES UNDER THIS AGREEMENT AGREE AND UNDERSTAND THAT PROVIDER PERSONNEL SHALL NOT BE ELIGIBLE FOR ANY EMPLOYMENT BENEFITS FROM DISTRICT RELATED TO THE PROVISION OF THE SERVICES. PROVIDER AGREES THAT IT SHALL BE RESPONSIBLE FOR ANY AND ALL WITHHOLDING, INSURANCE (PROFESSIONAL LIABILITY, WORKER’S COMPENSATION), AND ANY INCOME TAXATION RESPONSIBILITIES PURSUANT TO AN EMPLOYER-EMPLOYEE RELATIONSHIP WITH THE PROVIDER PERSONNEL. PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS DISTRICT FOR ANY LIABILITY THAT MAY ARISE FROM PROVIDER’S EMPLOYER-RELATED OBLIGATIONS TO THE PROVIDER PERSONNEL PROVIDING SERVICES TO DISTRICT UNDER THIS AGREEMENT.
      4. FOR PURPOSES OF THIS SECTION, THE TERM “CLAIMS” MEANS ALL ASSESSMENTS, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, JUDGMENTS, AWARDS, FINES, SANCTIONS, PENALTIES, CHARGES, AND AMOUNTS RESULTING FROM, OR AGREED TO BE PAID IN SETTLEMENT OF, ANY THIRD-PARTY CLAIM OR ALLEGATION INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY AND OTHER LEGAL FEES AND COSTS AND EXPENSES OF INVESTIGATING OR DEFENDING AGAINST SUCH CLAIM OR ALLEGATION.
      5. Upon timely receipt of the District’s written notice, Provider will assume the defense of any claims against the District. The District agrees to cooperate with Provider in the defense or settlement of all such claims.
      6. Provider shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by the District without the prior written consent of the President or any Vice President of Provider.
      7. Provider has not authorized any employee or agent to offer any general indemnity terms other than those appearing in this Agreement.
   6. **Confidentiality**. Subject to the requirements of the limitations stated in Section 4.5, each Party agrees to keep the other Party’s proprietary information, including all information relating to any Services, confidential and not to use such proprietary information except as necessary to perform Services under this Agreement. Upon expiration or termination of this Agreement, each Party will return to the other Party its respective proprietary information. Without limiting what is the District’s confidential information, all information relating to patients and employees of the District is confidential.
   7. **Notices**. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the party to whom directed; (b) when sent by fax transmission to the following fax numbers or by email to the following email addresses; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either party to the other):

If to District: JPS Health Network

1500 S. Main St.

Fort Worth, TX 76104

Attn: President and CEO

Fax: 817-924-1207

With a copy to: JPS Health Network

1400 S. Main St., Suite 302

Fort Worth, Texas 76104

Attn: Outside Medical Services.

Fax: 817-702-3833

If to Provider: [Name]

[Address]

[Address]

Attn: [Contact Name]

Fax: [Fax number]

* 1. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in the District Courts of Tarrant County, Texas or the United States District Courts of the Northern District of Texas located in Fort Worth, Texas. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.
  2. **Alternative Dispute Resolution**. Upon mutual agreement, the parties to this Agreement will submit in good faith to a non-binding mediation before filing a suit for damages.
  3. **Assignment**. No party to this Agreement may assign this Agreement without the prior written consent of the other party.
  4. **Waiver**. The failure to comply with or to enforce any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall not constitute or be deemed a waiver of any other provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
  5. **Binding Agreement**. This Agreement is binding upon and inures to the benefit of Provider and District, and their respective successors and assigns. The parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the parties hereto.
  6. **Non-Exclusivity**. Provider agrees that this Agreement does not confer on it the exclusive right to provide to District the Services contemplated hereunder, and that District may at its sole discretion contract with other individuals or entities for the provision of like or similar services. Nothing in this Agreement shall require or obligate District to purchase or request Services hereunder, other than as District may from time to time determine.
  7. **Entire Agreement**. This Agreement and the attached Exhibit(s) which, by this reference are fully incorporated herein, contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersede all prior written or oral agreements or communications between the parties.
  8. **Amendment**. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either Party hereto unless executed in writing by both Parties.
  9. **Parties Affected**. Nothing in this Agreement, whether express or implied, is intended to confer upon any individual or entity, other than the parties hereto (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies hereunder or otherwise. Nothing in this Agreement is intended to relieve or discharge any liability or any party hereto or any third party. No provision in this Agreement shall give any individual or entity any right of subrogation against any Party hereto.
  10. **Subject Headings**. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
  11. **Force Majeure**. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, or any similar cause beyond the reasonable control of the parties.
  12. **Taxes.** Provider recognizes that Tarrant County Hospital District qualifies as a tax-exempt governmental agency pursuant to the provisions of Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.
  13. **Limitations**. THE PARTIES EXPRESSLY AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.
  14. **Severability**. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby. Each invalid provision shall be revised only to the extent necessary to bring it within the requirements of such law or regulation.
  15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one and the same instrument for all purposes.

**IN WITNESS THEREOF**, the parties have executed this Agreement on the dates stated below.

**[PROVIDER] TARRANT COUNTY HOSPITAL**

**DISTRICT d/b/a JPS HEALTH NETWORK**

By: By:

Name: Name:

Title: Title:

Date: Date:

Tax ID:

Outside Medical Services Agreement with Epic access 120121.docx

**EXHIBIT A**

**SCOPE OF SERVICES**

Provider will provide mammography equipment (“Equipment”) that, whether stationary or mobile, provides clear, high-quality images. Provider’s facilities and/or mobile units must remain in good operating condition and have available capacity throughout the term of the contract. To ensure District’s patients have reliable access to mammography services, the Provider must maintain 95% availability of agreed upon days/times (“Uptime”) during the Term. In the event the Provider cannot or does not meet or exceed a 95% Uptime, financial and/or compensation penalties will be imposed.

**Stationary Equipment & Locations**

Locations of stationary equipment must be within Tarrant County with multiple locations throughout the county to serve the District’s patient population.

* + 1. [List Provider’s stationary locations]

**Mobile Equipment & Locations**

Provider must at a minimum provide three (3) mobile mammography units which must be available ten (10) hours per day, Monday through Saturday. Demand for Services may fluctuate over the term of the contact. To ensure access to screening services for District patients, the District may request up to three (3) additional mobile units, additional locations, and/or extended operational hours or days.

Provider will provide Services using the mobile units at the following locations as well as any new District health centers opened during the contract term. Locations for Services will be demand-driven and may not include all District clinic locations listed. District may adjust the schedule for each mobile unit to optimize patient access to the Service.

* + 1. **Health Center for Women,** 1201 S. Main St., Fort Worth, 76104
    2. **Diamond Hill Health Center**, 3308 Deen Rd., Fort Worth, 76106
    3. **Gertrude Tarpley-Watauga Health Center**, 6601 Watauga Rd., Watauga, 76148
    4. **Iona Reed Health Center**, 401 Stribling Dr., Azle, 76020
    5. **Medical Home Northeast Tarrant**, 3200 W. Euless Blvd., Euless, 76040
    6. **Medical Home Southeast Tarrant**, 1050 W. Arkansas Ln., Arlington, 76013
    7. **Medical Home True Worth**, 1513 E. Presidio St., Fort Worth, 76102
    8. **Northwest Health Center for Women and Children**, 2200 Ephriham Ave., Fort Worth, 76164
    9. **Polytechnic Health Center**, 1650 S. Beach St., Fort Worth, 76105
    10. **South Campus Health Center**, 2500 Circle Dr., Fort Worth, 76119
    11. **Stop Six-Walter B. Barbour Health Center**, 3301 Stalcup Rd., Fort Worth, 76119
    12. **Viola Pitts-Como Health Center**, 4701 Bryant Irvin Rd. N., Fort Worth, 76107
    13. **Bardin Road Specialty Clinics**, 1741 E. Bardin Rd., Arlington, 76108

**Qualifications of Professional Staff**

Provider will furnish the Services, through qualified and licensed professional staff who meet the qualification requirements of Section 2.3, to all District patients, as medically necessary, in accordance with applicable law and current medical standards in the community.

To ensure continuity of care, Provider will provide Services regardless of a patient’s insurance status or in-network status or lack thereof. In cases where a District Covered Patient is scheduled for Services, Provider will provide Services and District will compensate Provider for the Services at the rates set forth on Exhibit B. Compensation is dependent on fully meeting the claim submission, quality, and other standards in this Agreement.

**Standards of Care**

Provider shall:

1. Treat all patients in a respectful, courteous and non-discriminatory manner, without regard to race, color, national origin, religion, gender, sexual orientation, age, disability (including AIDS/HIV status and related conditions), other protected legal status under federal, State or local law or regulation, or ability to pay for such services. Provider shall apply the same time frames, protocols and standards for all District patients to whom Provider provides Services under this Agreement.

2. Ensure that all Physicians and other Personnel comply with applicable regulations and standards pertaining to patient and occupational safety, including without limitation the utilization of standard or universal precautions, personal protective equipment, hand hygiene and other infection control practices.

3. Ensure that Physicians complete interpretations of all tests or procedures within guidelines established in mutually agreed performance metrics reflected in guidelines established by ACR and Texas Department of State Health Services.

4. Ensure follow up on patients who require additional imaging (diagnostic mammogram) as follows:

1. A representative from District will contact patients by phone to schedule diagnostic mammogram within 72 hours of receiving final results of the screening mammogram indicating need for additional imaging. If for any reason District is unable to see the patient, District will notify Provider to have the patient called and scheduled at a Provider location. Any patient who needs additional imaging and has not been contacted or scheduled by JPS within 30 calendar days of the screening mammogram will be contacted by a Provider representative to schedule at a Provider site.
2. In cases where Provider contacts the patient for follow up, the process is as follows:
   1. The patient is scheduled at a Provider location.
   2. The referring physician is contacted for the diagnostic mammogram order.
   3. The patient will be provided a lay results letter of the diagnostic mammogram immediately after imaging while still at the facility.
   4. A report will be sent to the referring physician and District radiology services department.
3. Patients will also receive a result letter via mail or email informing them that results of the screening mammogram require the additional imaging.

5. Ensure that all Physicians and other Provider Personnel perform the Services in accordance with the requirements for certification with the Texas Department of State Health Services under the Mammography Quality Standards Act of 1999 and the Texas Administrative Code, Chapter 289, as well as the policies, procedures and requirements for accreditation by the ACR or other accrediting body approved by the U.S. Food and Drug Administration.

**Scheduling And Staffing**

Provider shall:

1. Be responsible for all patient order intake, scheduling, registration and pre-registration activities, as well as all other support services required to facilitate the provision of Services.

2. Make available accredited and certified Provider locations to ensure Services to meet patient care needs.

3. Make available a sufficient number of Physicians and other required Provider Personnel to ensure onsite Services at agreed upon times and places to meet patient care needs at the Provider locations mutually agreed upon by the Parties.

4. Conduct regular review of caseloads, case volumes, and staffing schedules to evaluate staffing levels for the Services provided hereunder.

5. Provide JPS with quarterly reports that track total number of patients completed, % recalled, and those that are pending or cancelled. Additional reports needed to meet requirements of the FDA EQUIP rule will also be provided.

6. Provider shall serve as the patient navigator for all patients receiving mammography services under this Agreement, including those who require additional medical treatment and follow up. Provider shall provide a lay results letter to the patent within fourteen business days of the screening appointment. Provider shall provide a final radiology report to referring provider and District radiology services Department within fourteen business days. In any case that requires Provider to complete the diagnostic mammogram Provider shall provide the patient with a lay results letter immediately after imaging while still at the facility. Provider shall provide a final radiology report to referring provider and District Radiology Services Department within five business days. The reviewing Physician will attempt to contact the provider via telephone if results indicate that a biopsy is necessary.

**EXHIBIT B**

**REIMBURSEMENT**

District shall pay Provider for approved Services to District Covered Patients in the following amounts:

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Rate A- Base Rate** | **Rate B - 3-4 goals not met *or* 1-2 goals not met *and* 1 goal not met for ≥ 3 consecutive periods** | **Rate C - 6-7 goals not met *or* 3-4 goals not met *and* 1-2 goals not met for ≥ 3 consecutive periods** |
| Complete bilateral mammography screening exam in accordance with the MQSA standards (to include tomosynthesis) | $ | $ | $ |
|  |  |  |  |

Imaging must meet then-current MQSA standards for screening exams and use tomosynthesis (3D mammography) at a minimum.

Provider will start in the Base Rate payment category for each Service. Payment category will be adjusted on a semiannual basis thereafter depending on Provider’s meeting the metrics described in Section 4.2, using the most recent reporting period available at that time. If Provider fails to meet more than two of the metric goals for the previous period, payment for each Service will be reduced to the appropriate category above. Additionally, if Provider fails to meet a specific goal for three or more consecutive periods, then Provider will be adjusted to the next-lower payment category.

If Provider is at or below Base Rate for four or more consecutive periods, the District reserves the right to terminate the Agreement with a 30-day written notice.

All metrics and goals will be evaluated annually and may be subject to change.

Rates above include all costs associated with provision of the services. Rates are for Full Procedure, including both Technical and Professional components. The pricing above will apply to District Covered Patients receiving the described service. The District will not pay for services provided to patients with health insurance or enrolled in a government health care program.

**Exhibit C**

**Agreement for Access to Electronic Medical Record System**

**WHEREAS**, District utilizes certain systems which allow users to remotely access patient electronic health records (the “System”) among the District, other health care providers affiliated with District, physicians and physician practices with medical staff privileges at the District hospitals or another health care provider and other providers of health care items and services in and around Tarrant County, Texas;

**WHEREAS**, the System will allow Authorized Users (defined below) of Provider to view and retrieve the electronic health records (“EHR”) of their patients for the purpose of treatment, payment, and certain health care operations to the extent permitted without authorization by the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, “HIPAA”), and further subject to the Recovery and Reinvestment Act of 2009 (“ARRA”), including its provisions commonly known as the Health Information Technology for Economic and Clinical Act (“HITECH Act”) and rules and regulations promulgated thereunder, as may be amended from time to time;

**WHEREAS,** District believes that the use of EHR technology by Provider would substantially improve the quality of health care provided in and around Tarrant County, Texas and would therefore like to allow access to the System by Provider, subject to the restrictions and other requirements set forth in this Agreement;

**WHEREAS,** Provider provides professional or other medical services to District patients;

**WHEREAS,** Provider has agreed to use the System to improve the quality and efficiency of the medical services Provider provides to District patients; and

**NOW, THEREFORE,** in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **System Access.**
   1. Subject to the terms and conditions of this Agreement, District hereby grants Provider non-transferable and non-exclusive access to the System to Provider’s medical, administrative and clinical staff who are otherwise permitted under state and federal law to access the protected health information (“PHI”) of District patients (collectively “Authorized Users”), to electronically access and use the System solely for storing, processing and displaying medical records and other information, images and content related to the provision of healthcare to District patients who are patients of Provider (the “System License”). Provider understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each individual Authorized User by District, and that each Authorized User shall be prohibited from using another Authorized User’s access code to access and/or use the System. Provider further acknowledges and understands and acknowledges that District may terminate individual Authorized Users’ access and/or the entire System License at any time for any reason without penalty, regardless of any effect such termination may have on Provider’s operations.
   2. Provider acknowledges and agrees that any hardware, software, network access or other components necessary for Provider to access and use the System must be obtained separately by Provider.  District shall not be responsible for the procurement, installation or maintenance of any necessary components, and District makes no representations or warranties regarding the components whatsoever.  Any fees for the components shall be borne by Provider and paid directly to the suppliers of the components.
2. **Use or Disclosure of Protected Health Information.** 
   1. Provider shall not use or disclose PHI received from District in any manner that would constitute a violation of federal or state law including, but not limited to, Texas Health and Safety Code Ch. 181, HIPAA and HITECH. Provider shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of District only in accordance with the provisions of this Agreement and federal and state law. Provider shall not disclose PHI in any manner other than as permitted by this Agreement. Provider further agrees that all information accessed through the System will be maintained in the strictest confidentiality and in the same manner as Provider safeguards the confidentiality of other patient care records, or as required by state and federal law.
   2. Provider agrees to implement and utilize the System and shall provide District with access to a patient’s EHR that are created, maintained, transmitted, or received using the System when such patient is also a patient of District solely for the purposes of treatment, payment, or health care operations to the extent permitted without patient authorization by HIPAA.  Provider shall use the System in accordance with any network security policies issued by District from time to time.
   3. District and Provider shall comply in all material respects with the standards for privacy of individually identifiable health information of the Administrative Simplification subtitle of HIPAA. **District and Provider recognize their status as “covered entities” under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status.**
3. **Process for Requesting System Access.** 
   1. Provider shall provide District with the name and direct contact information for its Privacy Officer, and shall notify District of any change in such contact person. Provider shall also designate a liaison to coordinate user access (which person can also be the Privacy Officer). The liaison is responsible for managing the modification and termination for accounts that the Provider is provided. Before access to the System, each Authorized User shall select “I ACCEPT” to the terms of the online confidentiality statement (the “Confidentiality Statement”) in the form provided herein as **Exhibit C-1**, attached hereto and incorporated herein by reference, as that form may be amended from time to time. Provider shall ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Confidentiality Statement. Each Authorized Individual shall also complete, in a form and in a manner to be determined by District, training regarding the requirements of HIPAA as they pertain to System access.
   2. For purposes of this Agreement, access to the System as Authorized Users shall be permitted only for such categories of employees of Provider who have a reasonable need to access PHI of District patients for purposes of carrying out their duties to such patients. **If any Authorized User is separated from employment or is no longer an agent of Provider for any reason (including but not limited to termination or voluntary separation), or placed under administrative suspension or extended personal leave that would preclude access to any electronic systems (a “separation”), Provider agrees to notify District of the separation AS SOON AS POSSIBLE but in no event later than twenty-four (24) hours after such separation occurs.** Such initial notification shall be made to the District via email at [jpscarelink@jsphealth.org](mailto:jpscarelink@jsphealth.org). Provider shall also provide the **written notice of such separation** **within three (3) business days** of the separation as follows:

Tarrant County Hospital District

Attn: Chief Compliance Officer

1500 S. Main St.

Fort Worth, TX 76104

With a copy to: Tarrant County Hospital District

Attn: Chief Information Security Officer

1500 S. Main St.

Fort Worth, TX 76104

* 1. **Provider further agrees, ON EACH ANNIVERSARY DATE OF THIS AGREEMENT, to validate that each of the Authorized Users continue to require access to the System and continue to be employees or agents of Provider.**

1. **Safeguards Against Unauthorized Use or Disclosure of Information.** Provider agrees that it will implement appropriate administrative, technical, and physical safeguards to mitigate risks of unauthorized access, use or disclosure of electronic PHI as required under the HIPAA Security Rule. Provider agrees to comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future.
2. **Data Ownership.** Provider acknowledges and agrees that District owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in District at all times. Provider shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of District without express written permission from the District Compliance Officer (or designee).
3. **Reporting of Unauthorized Use or Disclosure of PHI.** 
   1. *Unauthorized Use or Disclosure*. Provider shall, within **three (3) calendar days** of becoming aware of an unauthorized use or disclosure of PHI by Provider, its officers, directors, employees, contractors, agents or by a third party to which Provider disclosed PHI, report any such disclosure to District in writing. Such notice shall be made to the following:

Tarrant County Hospital District

Attn: Chief Compliance Officer

1500 S. Main St.

Fort Worth, TX 76104

* 1. *Potential Data Security Breach*. If at any time Provider has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Provider shall immediately give District notice and take actions to eliminate the cause of the breach. To the extent District deems warranted, in its sole discretion, District will provide notice or require Provider to provide notice to individuals whose PHI may have been improperly accessed or disclosed.
  2. *Compliance*. District has the right, at Provider’s sole cost and expense, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of Provider’s technical capabilities.

1. **Third Party Access.** Provider shall obtain the written approval of District prior to allowing any agent or subcontractor access to PHI that is created or received on behalf of the District. In the event that District consents to such third-party access on a case-by-case basis, Provider shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Provider through this Agreement. Provider shall require that any agent or subcontractor notify in writing Provider of any instances in which PHI is used or disclosed in an unauthorized manner. Provider shall cure the breach of confidentiality and end the violation or shall terminate the agency agreement or subcontract.
2. **Availability of Books and Records.** Provider shall make its internal practices, books and records relating to the use and disclosure of PHI received from District, or created or received on behalf of District, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining District’s and Provider’s compliance with the HIPAA standards. Provider promptly shall provide to District a copy of any documentation that Provider provides to the Secretary.
3. **Audits; Investigations; Sanctions.** District reserves the right to monitor, review and investigate (i.e., audit) reported and identified failures to comply with this Agreement and impose nonmonetary appropriate sanctions. Provider shall cooperate fully with District’s audit activities. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Provider’s access, or termination of individual Authorized User’s access. District reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Provider shall fully cooperate with District in order to adequately investigate complaints received involving the Provider’s employees or agents. Provider shall have a sanctions policy, produce it upon request, and discipline their employees or agents for all breaches involving District PHI in accordance with the HIPAA Privacy Rule. Provider understands that lack of strict adherence to this section, as determined by District in its sole discretion, allows District to immediately void this Agreement and all associated access privileges.
4. **Immediate Termination**. District may terminate Provider’s participation in this Agreement immediately without liability for such termination, in the event District determines, in its sole discretion, that Provider, or Provider’s directors, officers, employees, contractors or agents have violated a material provision of this Agreement.
5. **Indemnification.** Provider agrees to indemnify and hold harmless District, its governing board, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorney’s fees, which may arise from Provider’s performance under this Agreement or negligent acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages arising from or pertaining to a breach of this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include, but shall not be limited to: (a) the full cost of providing required notice of the security breach to individuals affected by the unauthorized acquisition and/or misuse of the District’s PHI, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort; (b) the full cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (c) the cost of providing individuals affected by the unauthorized acquisition and/or misuse of the District’s PHI with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, to the extent the misuse or disclosure of the affected individual’s personal data could lead to a compromise of the data subject’s credit or credit standing; (d) reasonable call center support for such affected individuals for a specific period not to exceed sixty (60) days; reasonable fees associated with computer forensics work required for security incident investigations, and (f) appealable fines or penalties assessed by governments or regulators for Provider’s failure to comply with its defined privacy and/or security obligations and directly attributable to Provider’s unauthorized disclosure or misuse.

*Revised December 19, 2019*

**Exhibit C-1**

**The protection of health and other confidential information is a right protected by law and enforced by fines, criminal penalties as well as employer policy.**

**Safeguarding confidential information is a fundamental obligation for all persons accessing confidential information.**

**Your clicking on “I AGREE” at the end of this statement will commit you to that obligation, and WILL be used as proof that you understand and agree to the stated basic duties and facts regarding privacy.**

**Read it carefully.**

**What you agree to in signing this statement:**

***1. I agree to maintain the privacy and security of all District confidential information that I am entitled to access.***

***2. I agree to:*** a) access confidential information to the minimum extent necessary for my assigned duties; and b) disclose such information only to persons authorized to receive it.

***3. I understand and agree to the following:***

a. District tracks all user IDs used to access electronic records. Those IDs enable discovery of inappropriate access to EITHER employee records or patient records.

b. Inappropriate access and/or unauthorized release of confidential or protected information will result in disciplinary action, up to and including termination of employment, and will result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my access to District electronic records.

c. That I will be assigned a User ID & a one-time use activation code. I agree to immediately select and enter a new password known only to me. I understand I may change my password at any time, and will do so based on District established policy and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. Also, I am aware that I am responsible for any use of the system utilizing my User ID and password. This includes data entered, viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will immediately report this information to District and I will also immediately change my password. I understand that User IDs cannot be shared. Inappropriate use of my ID (**whether by me or anyone else**) is **my** responsibility and exposes me to severe consequences.

***4. Confidential Health Information includes but is not limited to:***

Any individually identifiable information in possession or derived from a provider of health care regarding a patient’s medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in the Privacy Rule as “protected health information.”) Examples include, but are not limited to:

- Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;

- Patient insurance and billing records;

- Centralized and/or department based computerized patient data and alphanumeric radio pager messages;

***5. Confidential Employee & Business Information that is not available in the public domain includes but is not limited to:***

- Employee home telephone number and address;

- Spouse or other relative names;

- Social Security number or income tax withholding records;

- Information related to evaluation of performance;

- Other such information obtained from District’s records, which if disclosed, would constitute an unwarranted invasion of privacy; or disclosure of protected or confidential information that would cause harm to District.

**Exhibit D**

**Vendor Certification Form**

**RFQ #20221018300 High-Volume Mammogram Screening Services**

|  |  |  |
| --- | --- | --- |
| **Instructions:**  Vendors doing business with the District are requested to complete this form in its entirety. If you are a Disadvantaged Business Enterprise, the requested information pertains to the owner(s) of the company. This form must be signed and dated by an authorized representative of your company. | | |
| Respondent’s Name:  Years in business under same name: Previous Name:  General E-mail Address:  Current Address:  Sales Rep/Customer Service Name:  E-mail Address:  Sales Rep/Customer Service Phone#:  Fax#:  Accounts Receivable Contact Name:  Phone # TCHD Account # | | |
| **List your major commodities:** | | |
| **Check all that apply with respect to major commodity:**  Supply  Equipment  Service  (List type of service, i.e., temp. agency, surveyor, etc.: \_\_\_\_\_\_\_  Consultant Distributor  Manufacturer Contractor Subcontractor  Approximate dollar volume of business with the District in past twelve (12) months: **$\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **ETHNICITY OF company’S American OWNERSHIP** (Please place an X in the appropriate box**:** | | |
| Asian Pacific  African American  Caucasian  Hispanic  Native American | Other  \_\_\_\_\_\_\_\_\_\_\_\_  (SPECIFY) | Public OWN STOCK:  yES   nO |
|  |  | MAJORITY OWNER:  mALE   fEMALE |

**INCLUDE THE FOLLOWING:**

Copy of certificate(s) (State of Texas, North Central Texas Regional Certification Agency (NCTRCA), Historically Underutilized Businesses (HUB), or any agency confirming your business as being a women/minority-owned or small business enterprise.

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

***Print Name:*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***Date:*** *\_\_\_\_\_\_\_\_\_\_\_\_*

**Exhibit E**

**Conflict of Interest Questionnaire**

Chapter 176 to the Texas Local Government Code (“Chapter 176”) contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with the District (“Disclosure Information”). The Disclosure Information relates to affiliations, and business and financial relationships such persons may have with members of the District’s governing body, its officers and certain other high-level District employees. Each Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its Response. A complete copy of Chapter 176 of the Local Government Code may be found at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):** (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: . . . . . (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of: (1) the date that the vendor: (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or (2) the date the vendor becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a); (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

**RFQ #20221018300 High-Volume Mammogram Screening Services**

|  |  |  |  |
| --- | --- | --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**  **For vendor doing business with local governmental entity** | | | |
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.  A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | | | **OFFICE USE ONLY** |
| Date Received |
| **1** | Name of vendor who has a business relationship with local governmental entity. | |
|  |
| **2** |  | Check this box if you are filing an update to a previously filed questionnaire**.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
|  |
| **3** | Name of local government officer about whom the information is being disclosed.    Name of Officer | | |
|  |
| **4** | Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.   1. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?   Yes  No   1. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?   Yes  No | | |
|  |
| **5** | Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. | | |
|  |
| **6** |  | Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | |
|  |
| **7** | Signature of vendor doing business with the governmental entity Date | | |
|  |

**Exhibit F**

**Vendor’s Proposed Revisions**

**RFQ #20221018300 High-Volume Mammogram Screening Services**

In submitting a response to this Solicitation, the Respondent agrees to accept the terms and conditions set forth in this Solicitation or incorporated herein by reference. **The successful Respondent will be expected to enter into a contract which contains substantially the same terms and conditions as are included in** [**Exhibit C**](#ExC) **to this Solicitation.**

If you are proposing any revisions to Exhibit C, the Contract Terms, you MUST indicate this below and **provide a redline of your proposed revisions**. The District will only consider those exceptions, additions, deletions or revisions as are set forth by Respondent specifically in response to this Exhibit F. The District may accept or reject your proposed revisions at its sole discretion. No proposed revisions will become effective unless accepted by the District and agreed to in writing and signed by both parties.

The District considers the Respondent to agree to all terms and conditions of the Contract Terms (including Exhibits), unless otherwise indicated herein. Absence of a redline will constitute agreement, and there will be no further negotiations regarding the same. **Respondents submitting redlines must provide an editable unlocked/unsecured version of the redline with their Solicitation Response (preferably in track changes).**

***Please note***: The District will not agree to indemnify the vendor, limit the vendor’s liability, shorten the statute of limitations for any claim, submit to binding arbitration, waive its right to a jury trial, or waive its existing governmental immunity. DO NOT include any such provisions in your response, as they will not be accepted.

**Respondent *MUST* check the appropriate response below:**

Respondent accepts Contract Terms without exception.

OR

Respondent proposes exceptions/modifications to the Contract Terms.

**l4**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Title

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

Date

**EXHIBIT G**

**JPS Supplier Diversity: Good Faith Form**

|  |  |
| --- | --- |
| Solicitation # and Name: | **RFQ #20221018300 High-Volume Mammogram Screening Services** |
| Prime Vendor Name: |  |
| Prime Vendor address: |  |
| Prime Vendor UCM ID: |  |
| Prime Vendor MWVBE Contact Name, Phone and Email: |  |

1. Is the prime vendor a certified Minority, Woman, or Veteran-owned business enterprise (MWVBE)?

If yes, please attach your current certification or letter.

No.

1. **List all participating MWVBE-certified subcontractors and vendors that you commit to use for this contract.** All Respondents, including MWVBE-certified Respondents, are strongly encouraged to subcontract portions of the project to MWVBE-certified subcontractors. Please attach a current certificate or letter for each certified MWVBE subcontractor or vendor. If you are awarded this contract, you **must** use the subcontractors/vendors listed below unless the Supplier Diversity Office approves a change. *(Insert additional rows as needed.)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| MWVBE  Subcontractor Company Name | Email / Phone | Work Scope Description | Total Contract Value | MWVBE Subcontract Value | MWVBE% of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If no MWVBE participation is listed above, have you contacted MWVBEs regarding participation in this opportunity? Certified MWVBE lists are available on the JPS Vendor portal at <https://jpshealth.gob2g.com/> as well as from other sources. (*You must register on the JPS vendor portal to obtain a user name and password that will allow you to search for certified MWVBE businesses. The JPS vendor portal is a directory of businesses interested in doing business with JPS.*)  
   *Ex: Support services to participate under the contract*

If you contacted MWVBEs regarding subcontracting for this opportunity, list MWVBE company name(s) and contact information below and attach copies of your correspondence:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| MWVBE  Subcontractor Company Name | Email / Phone | Work Scope Description | Total Contract Value | MWVBE Subcontract Value | MWVBE% of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If you are not a MWVBE and do not have a MWVBE subcontractor, please provide a statement regarding steps that your company has taken to demonstrate your commitment to Supplier Diversity: (*Insert additional rows as needed)*
2. Please explain how you plan to identify MWVBE participation on this contract: *(Insert additional rows as needed)*

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Name of Vendor (Print)** |  | **Vendor Signature** |
|  |  |  |
| **Date** |  | **Vendor Phone** |
|  |  |  |
| **JPS Diversity Administration Reviewer (Print)** |

Did you sign and submit all required forms?

If not, your Proposal will be rejected!