

THSA



TEXAS HEALTH SERVICES AUTHORITY

Request for Proposals (RFP)

for

HIETexas EDEN Business Planning

Date of Release: August 27, 2021

Status: Final

1. Background

1.1. Scope

The Texas Health Services Authority (THSA) is seeking an individual/entity (Vendor) to help the THSA respond to and prepare for the ever-changing health information exchange (HIE) market in the State of Texas.

Relevant attachments to this RFP include:

Exhibit A – Warranties. This exhibit provides a list of attestation requirements for the Vendor selected to perform the services as described in this RFP.

Exhibit B – General Formatting Requirements. This exhibit provides details on the format in which a proposal response should include.

Exhibit C – Form of Response. This exhibit provides details on what information a response to the RFP should include.

1.2. Background on the Texas Health Services Authority

The THSA is established in Texas Health and Safety Code Chapter 182 as a public-private partnership to promote, implement and operate facilitate statewide health information exchange. The THSA has a 12-member Board of Directors appointed by the Governor with advice and consent of the Texas Senate. The THSA's CEO and staff oversee the THSA's daily operations.

The THSA does not discriminate on the basis of race, color, national origin, gender, religion, age, or disability in employment or the provision of services.

1.3. What Services are Being Procured?

The HIE and HIT landscape, within Texas as well as nationwide, has changed substantially in the past few years. Support THSA in facilitating state-wide health information exchange including but not limited to consultative services and recommendations that assist THSA with achieving strategic vision of a connected health information exchange across Texas.

New HIE initiatives have formed, the HIE map in Texas has changed, and the need for and use of HIE in the healthcare industry has changed.

The following services are being procured:

- Provide recommendations to THSA regarding ways to strengthen strategic partnerships with trading partners acting as data sources for all data subscribers for the Emergency Department Encounter Notification (EDEN) system;
- Conduct individual and group meetings with THSA staff and the above trading partner(s) to identify methods to strengthen strategic partnership(s) for EDEN; and

- Provide and report on strategic advice regarding the above-listed items on a budget that **shall not exceed \$20,000 over a period of two months**. THSA recognizes this is a small budget amount, but sound strategic advice regarding the above items has the potential to lead to future work.

2. General Procurement Information

2.1. The THSA Point of Contact

The sole point of contact for inquiries concerning this RFP is:

George Gooch, CEO
 Texas Health Services Authority
 901 S. Mopac Expressway
 Building 1, Suite 300
 Austin, Texas 78746
 Telephone: (512) 329-2730
 procurement@thsa.org

All communications relating to this RFP must be directed to the THSA contact person named above. **Failure to comply with these requirements may result in disqualification.** An exception to this restriction will be made for Vendors who, in the normal course of work may need to discuss legitimate business matters concerning their work that is unrelated to this RFP.

2.2. Procurement Schedule

The following table documents the anticipated critical pre-award events for the procurement. All dates are subject to change at the THSA's discretion.

| Procurement Schedule* | |
|--|------------|
| RFP Release Date | 08-27-2021 |
| Deadline for Submission of Questions | 09-03-2021 |
| THSA Posts Responses to Vendor Questions | 09-07-2021 |
| Proposals Due | 09-15-2021 |
| Tentative Award Announcement* | 09-17-2021 |

*Subject to change.

2.3. Deadline and Instructions for Submission of Questions and Responses

Questions regarding this RFP are due by **5:00 PM Central Time on September 3, 2021**. A list of questions must be submitted to the THSA point of contact via email by 5:00 PM on that date in order to be accepted for inclusion in the Vendor Q&A that will be posted on the THSA's website, www.THSA.org.

Responses to this RFP are due by **5:00 PM Central Time** on the date identified in Section 2.2, Procurement Schedule. A complete proposal must be submitted to the THSA point of contact noted in Section 2.1 of the RFP in the format described in Exhibit C – Proposal Format.

The subject line of e-mails related to this RFP shall state: **HIETexas EDEN Business Planning RFP: [Vendor Name]**.

2.4. Validation of Proposal Offerings

The proposal shall be a binding commitment which the THSA may include, at its sole discretion, by reference or otherwise, into any agreement with the Vendor. Therefore, **each proposal copy must be validated by the signature of a person having authority to commit the Vendor.**

2.5. THSA Amendments and Announcements Regarding this RFP

The THSA will post all official communication regarding this RFP on its website, **www.THSA.org**. The THSA reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Vendor questions, amendments, or addenda issued by the THSA via the website.

2.6. THSA Rights Reserved

The THSA, at its sole discretion in determining that its best interests would be served, reserves the right to amend or cancel this RFP at any time prior to the contract award, reject any late or incomplete proposals, and to require organizations at their own expense to provide written clarification on proposals and/or make oral presentations to the THSA a time, place, and manner as selected by the THSA in order assist the THSA in its determination of award.

2.7. Costs Incurred

Issuance of this RFP in no way constitutes a commitment by the THSA to award a contract or to pay any costs incurred by a Vendor in the preparation of a response to this RFP. The THSA is not liable for any costs incurred by a Vendor prior to issuance of or entering into a formal agreement, contract, or purchase order.

2.8. News Releases: Prohibitions and Pre-Approvals Required

Prior to contract award, a Vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Upon award of the contract, subsequent press releases or public communications must be approved by the THSA. This Section does not preclude business communications necessary for a Vendor to develop a proposal or required reporting to shareholders or governmental authorities.

2.9. Copyright and Intellectual Property

The THSA will not consider any response that bears a copyright. **Responses may be subject to the Texas Public Information Act**, Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, prospective Vendors

may attempt to protect what they consider to be trade secret and confidential information from public release. Trade secrets or other confidential information, submitted as part of a response, must be clearly marked on each page on which such information appears. Such marking must be in boldface type and at least 14-point font. Vendors should review carefully Chapter 552, Texas Government Code, and in particular Section C, Information Excepted from Required Disclosure, for more information on exceptions to public disclosure of information under the Texas Public Information Act. Please note that the ultimate decision as to whether materials qualify for an exception under Chapter 552 rests with the Texas Attorney General's office.

The THSA requires that Vendors provide a separate version of their RFP response that redacts all information the Vendor believes is "Information Excepted from Required Disclosure" as noted above. THSA may use this redacted version of Vendor's RFP response to see if it satisfies any requests for information made pursuant to the Texas Public Information Act related to this procurement. Please note that if this redacted version of the Vendor's RFP response does not satisfy a particular request for information under the Texas Public Information Act, THSA will continue processing the request for information pursuant to the Act.

The THSA reserves the right to use any and all ideas presented in a response unless the prospective Vendor presents a valid legal case that such ideas are trade secret or confidential information and identifies the information as such in the manner described in the preceding paragraph. A Vendor may not object to the use of ideas that: (1) are not the Vendor's legally protectable intellectual property; (2) are not designated as such in the RFP response; (3) were known to the THSA before the submission of the response; (4) were in the public domain at the time of the response, or thereafter enter in the public domain through no fault of the THSA; or (5) became properly known to the THSA after response submission through other sources or through acceptance of the response. The THSA may reject a proposal where the entire proposal is marked confidential or trade secret.

2.10. Proposal as Property of THSA

Except as otherwise explicitly provided in this RFP or the resulting contract, all work product produced by a Vendor, including without limitation the proposal, all plans, designs, software, and other contract deliverables, become the sole property of the THSA.

The THSA reserves all intellectual property rights including, without limitation, copyrights, trademarks, trade secrets, patents and patentable work produced by or for the THSA. Work provided by the Selected Vendor(s) pursuant to this RFP is work made for hire, and Selected Vendor(s) by contract will be required to affirm that the work is work made for hire and to grant to the THSA all rights and titles to ownership of such work.

2.11. Additional Information

By submitting a proposal, the Vendor grants the THSA the right to obtain information from any lawful source regarding the Vendor's and its directors, officers, and employees: (1)

past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a Vendor generally releases from liability and waives all claims against any party providing the THSA information about the Vendor. THSA may take such information into consideration in evaluating proposals.

2.12. Multiple Responses

A Vendor may submit only one proposal as a prime contractor. This requirement does not limit a subcontractor's ability to collaborate with one or more Vendors submitting proposals.

2.13. No Joint Proposals

The THSA will not consider joint or collaborative proposals that require it to contract with more than one Vendor.

2.14. Use of Subcontractors

No subcontract under the contract shall relieve the Vendor of the responsibility for ensuring the requested services are provided in the manner identified in the contract. Vendors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in the proposal and must immediately notify THSA of any changes to proposed subcontractors for the THSA's pre-approval of such change.

3. Evaluation of Proposals

3.1. Evaluation Criteria

Any award to be made will be based on the best overall proposal with appropriate consideration given to all requirements and established client satisfaction. Evaluation will be based upon the total services offered and the total price quoted for all items.

Without limitation to the foregoing, the THSA may consider the qualifications and experience of subcontractors, Vendors, and other persons and organizations proposed to perform the services. The THSA may conduct such investigations as the THSA deems appropriate to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Vendors, proposed subcontractors and other persons and organizations to perform and furnish the services in accordance with the RFP to the THSA's satisfaction.

The THSA does not represent that these are the sole evaluation criteria and reserves the right to adjust the criteria at its discretion.

Proposals will be evaluated based on the following criteria and weights:

- Compliance with the requirements listed in this RFP – Weight 30%
- Proposed project plan and timeline – Weight 20%
- Cost – Weight 20%
- Prior Vendor experience delivering similar solutions – Weight 30%

3.2. Requirements for Successful Vendor

Successful Vendor shall enter into a contract in a form acceptable to the THSA. The THSA reserves the right to engage in contract negotiations with more than one Vendor for the same work in order to attempt to help safeguard the THSA and its stakeholders in the event that the Vendor and the THSA are unable to negotiate a contract on mutually acceptable terms. The THSA reserves the right and discretion to fund one or more components or define parts of a Vendor's proposal. In the event of such a determination, the Vendor will be required to submit a revised budget reflecting the funding decision and such other information as the THSA may require.

3.3. Funding Decisions

Upon completion of its evaluation of RFP proposals, the THSA will enter into appropriate agreements with successful Vendor in accordance with the preceding section. All awards are subject to all state and federal laws, rules, and regulations that govern contracts managed by the THSA.

3.4. Key Personnel

The Vendor must certify that all personnel named in its proposal shall actually work on the contract in the manner described in its proposal. In addition, these individuals shall continue to perform services for the duration of the Contract, except in the event of resignation, death, or mutual agreement by the parties. No changes, substitution, additions or deletions shall be made unless approved in advance by the THSA. In such event, any substitute personnel shall be approved in writing by the THSA.

3.5. Audit and Records

The Selected Vendor shall have its financial records and other pertinent materials available for review and audit by the THSA, the State Auditor, and/or other auditors for a period of three (3) years following the end of the contract period.

3.6. Conformance with State Laws

Nothing in the RFP, Vendor's proposal, or these contract conditions shall be construed to violate any provision of the laws and/or regulations of the State of Texas, and all acts done shall be done in such manner as may conform to those laws. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of the agreement or the application of those provisions to any person or circumstance is held to be invalid, the remainder shall nevertheless be valid and offending terms shall be deemed to be so modified such as to be compliant with federal and state laws and/or regulations.

4. Regulatory and Legal Constraints

4.1. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a Vendor or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in the THSA's determination, would actually or apparently conflict or interfere with the Vendor's contractual obligations to the THSA. Neither the Vendor nor any other person or entity

acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement.

4.2. Compliance with State and Federal Law

Vendors must comply with Texas and federal laws and regulations relating to the subject matter of this RFP. Failure to comply with relevant state and/or federal law may disqualify a Vendor from consideration under this RFP.

4.3. Civil Rights Language

Vendor agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); and
- (6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*).

Exhibit A – Warranties

Vendor agrees that the following warranties are an essential part of this agreement, and that without these warranties the terms of the RFP and resulting contract(s) would be substantially different. Vendor warrants and agrees at all times during the procurement period, and thereafter pursuant to any resulting contract, to the following:

1. No appointed official or member of the THSA has or will benefit financially or materially from this procurement based on any action of Vendor;
2. Vendor has not contracted to provide similar services to a similarly situated customer on better terms and conditions, including price, than it is offering to the THSA, and shall not do so during the contract term;
3. Independent Price Determination:
 - 3.1. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor;
 - 3.2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Vendor on a prior basis directly or indirectly to any other organization or to any competitor;
 - 3.3. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and
 - 3.4. The Vendor did not directly participate in the RFP development process (other than during the public comment period), had no knowledge of the specific contents of the RFP in its final form prior to its issuance other than to the extent it was made publicly available by the THSA in draft format, and no member of the THSA participated directly or indirectly in the Vendor's proposal preparation other than via the THSA public process.

Exhibit B – General Formatting Requirements

- All RFP responses must be delivered in **electronic format**.
- **No paper copies** of the RFP will be accepted for evaluation.
- Files should be delivered via electronic mail to **procurement@thsa.org**.
- Text shall be formatted for **8 ½” x 11” paper** in the “portrait” orientation, except where a supplied template is in “landscape” orientation;
- Text shall be **single spaced**; and
- **Page limits** are indicated in **Exhibit C** of this RFP and should be observed.

The THSA staff will reply to the submission via e-mail confirming receipt of the proposal. If Vendor has not received a confirmation of receipt from the THSA staff within three business days of submission, Vendor must contact the THSA point of contact as noted in Section 2.1 of the RFP with proof of transmission.

Exhibit C – Proposal Contents

The proposal contents **must** be organized in the following order. Page limits for each section, if any, are indicated with square brackets after each section name. These limits should be considered a maximum amount for each category, not a target. The THSA appreciates brief, on-point responses.

Individual/Company Overview – [2-page limit] – Please include the following information:

1. Formal Company Name
2. Physical Address
3. Mailing Address
4. Corporate TIN
5. Company Representative Contact Information
 - a. RFP Response Contact Person
 - b. Title
 - c. Daytime Telephone & Extension
 - d. Electronic Mail Address
 - e. Company Web Site
6. Publicly or Privately Held
7. Corporate Status (C Corporation, 501(C) 3, LLC, etc.)
8. Date of Incorporation
9. State of Incorporation
10. Number of Employees
11. References (*if any*) (Name, Title, Mailing Address, Work Phone, Email Address, Length of time working with the customer)
12. All potential conflicts of interest and the measures the Vendor proposes to take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained

Experience – [2-page limit] – Please provide an overview of the firm’s relevant experience including but not limited to the following:

1. Detail your experience in providing the services being procured under this RFP.
2. Describe the firm’s independence with respect to the THSA.
3. Identify the partner, manager, and other key personnel who will be assigned to the THSA contract if awarded. Indicate any complaints against them that have been leveled by any state board or other regulatory authority. Indicate the outcome of these complaints and the corrective action(s) taken by your firm with respect to these complaints.
4. Set forth the proposed fee for the deliverables (**or acknowledgement that the fee is in alignment with the dollar amount listed in this RFP**).

Proposed Work Plan and Timeline [3-page limit]

1. Describe how the firm will approach the services being procured under this RFP.
2. Describe the proposed timeline for the work under the proposed agreement (**or acknowledgement that the timeline is in alignment with the timeline listed in this RFP**).

Cost [1-page limit] – The main purpose of this section is to detail the pricing for the proposed services. Please provide hourly rates as a point of reference for evaluating the pricing submitted for the RFP, including estimated hours for each aspect of the work. If a different pricing model is used, please detail it. Include any assumptions made about the work in developing the estimates. Assume that the THSA will include a not-to-exceed amount in any contract awarded based on the dollar amount listed in this RFP.

Staff Resumes [no page limit] – Include resumes of partner, manager, and other key personnel who will be working on this project.