



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Suite 600
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

Notice to Interested Parties

Sealed Proposals will be received at Emergence Health Network, 9606 Carnegie Ave., El Paso, Texas 79925 **before 3:00 p.m., August 16, 2016.**

Proposals must be in a sealed envelope and marked:

“HRIS-HCMS RFP #16-011 due date August 16, 2016”

**HRIS-HCMS
RFP #16-011**

Do not contact the requesting department. There will be a pre-application conference on August 9, 2016 at 201 E. Main Suite 600, El Paso, Texas 79901 at 10:00 a.m or through teleconference at 1-866-528-2256 Access Code# 2685928. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnel Paso.org before **August 9, 2016 at 12:00 p.m. solicitation number and title must be on the “Subject Line” of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the EHN website as an addendum. It shall be the proposer’s responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: www.emergencehealthnetwork.org; Proposals and more.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

EHN SIGNATURE PAGE

**Description – HRIS-HCMS
RFP #16-011**

Vendor must meet specifications

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and four (4) electronic copies in Word/PDF Format of your bid. Electronic copies must reflect the original hard copy.**

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items F. O. B. Emergence Health Network

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS*****

HRIS-HCMS

RFP #16-011



Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

Due Date
Tuesday, August 16, 2016

RFP #16-011

HRIS-HCMS

DUE DATE: August 16, 2016

Emergence Health Network (EHN) is seeking to award to one company (ies) to provide HRIS-HCMS services. Award will be awarded for entire proposal.

Interested Proposers must initial each bullet item in agreement of the specifications. Please attach to proposal response.

- All items must be the same as specified _____
- Vendor must supply a sample on items noted and/or if requested by the end user/dept. _____
- Must have product available when needed _____
- Vendor must honor price for six months _____
- No substitutions will be accepted _____
- No minimum orders will be allowed. All items will be ordered as needed. _____
- No delivery fees may be added _____
- All purchases must be F.O.B Destination _____
- Proposal must include Labor to Assemble and Install per Plan. _____

*****THIS PAGE MUST BE SUBMITTED WITH RFP RESPONSE*****

STATEMENT OF WORK

A. Objective

EHN's objective is to select a service provider who offers the best possible service solution at the best possible cost, while meeting the Request for Proposal (RFP) specifications. EHN is not obligated to award the contract based on cost alone.

During the evaluation process, EHN reserves the right, where it may serve EHN's best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. At the discretion of EHN, vendors submitting proposals may be requested to make oral presentations and/or demos as part of the evaluation process.

EHN reserves the sole right to evaluate the qualifications submitted, waive any irregularities, reject any respondent's proposals and select the vendor that, in its judgement, will provide the most satisfactory service. EHN reserves the right to make only one award, multiple awards or to reject any or all proposals submitted in response to this RFP in whole or in part. EHN further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP. Through outsourcing, EHN seeks to both improve service and lower costs. Lower costs could be accomplished through direct savings, reduced staff time, or a combination of the two.

Through outsourcing, EHN seeks to both improve service and lower costs. Lower costs could be accomplished through direct savings, reduced staff time, or a combination of the two.

In addition, we have the following objectives:

- Implement an automated talent acquisition and applicant tracking system as well as provide a comprehensive online pre-boarding and on-boarding plan for new employees.
- To process payroll on time and accurately with minimal adjustments required by the employee or employer due to errors.
- To automate data collection and approval function, making common tasks such as time entry and time off requests, benefits enrollments/changes, new employee, address changes, pay changes, etc can be entered directly by the employee or manager and approved electronically.
- To have a comprehensive HR platform for all employment related transactions: hiring, time and attendance, benefits administration, status changes, performance management, FMLA and ACA tracking and compliance, etc.
- To provide leaders and employees direct access to employment related data and workforce management tools for use in strategic planning, decision making and development.
- To implement a performance management system to track appraisals, goals, and progress of employee growth and development.

We are looking for a solution that:

- Is intuitive to understand by administration and end users
- Is flexible to handle routine changes to our data or processes, such as adding a field, creating a report, or altering workflow processes with minimal outside assistance or fees.
- Integrates social media into the employee talent acquisition and self-service modules for an interactive and engaged experience.

- Reflects our complex organizational structure in a way that allows us to access or report data easily and in a variety of combinations.
- Requires limited support from internal IT and includes upgrades and updates as part of the service.

We are looking for a vendor that will:

- Provide best practices in HRIS implementation
- Serve as our “specialist” and provide relevant technical and legal updates
- Enable us to achieve automation and self-service with an implementation team that is experienced and will assist us in making an expedited and orderly transition.
- Provide us with a reliable customer service center with experienced, informed and responsive staff that can respond to our questions within minutes. We would prefer an assigned service team.

B. Timeline

RFP responses are due by August 16, 2016. EHN expects to make a vendor selection on September 12, 2016. Priority implementation will include: Payroll, Time and Attendance, Core HR, Talent Acquisition and Applicant Tracking, Benefit Administration, Performance Management and Document Storage. The table below outlines EHN’s anticipated schedule. These dates are subject to change.

Task	Date
RFP issued	7/29/2016
Questions/Clarifications due	8/9/2016 (12:00 pm MST)
RFP due	8/16/2016 (3:00 pm MST)
Finalist meetings and references	8/23/2016-9/4/2016
Final vendor selection and approval	9/12/2016
Estimated start date to move into implementation	10/01/2016
Target Date for Applicant Tracking/Career Center	As soon as possible
Estimated first payroll processing	November 2016

The service provider(s) awarded the business shall submit an action plan and timetable for assuming responsibilities to EHN within 15 days of approval of the contract.

C. Functional Priorities

The successful vendor will provide a comprehensive HRIS, Payroll and Time Management solution to include Talent Acquisition (applicant tracking and on boarding), Benefits Administration (online enrollment for new employees, qualifying events and annual open enrollment, ACA compliance) including automatic connections to vendors and invoice reconciliation, Performance Management, and a document storage solution, as well as both employee and manager self-service. A successful vendor should also have deep familiarity with

health care facilities and the unique nature of the employee population and payroll complexities, as well as offer options for real time clock-in/clock-out methods and procedures.

D. Evaluation Criteria

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. The evaluation team will make a recommendation to the CHRO, who will, in turn present the recommendation to the CEO, CFO and the Board. The evaluation team will review each proposal based on the following criteria.

Application Functionality

Each service provider will be asked to respond to the functionality requirements outlined in this RFP. The evaluation team will review the responses relative to the priority assigned to that functional requirement. Service providers do not have to meet every functional requirement to remain in consideration. The evaluation team may waive or modify a functional requirement as its discretion. The evaluation team will also be reviewing the general user interface of the system in terms of intuitiveness and simplicity.

Level of Integration

Preference will be given to those vendors offering a fully integrated suite of products. Preference will also be given to those products that eliminate redundant entry and allow EHN to maximize the potential of employee and manager self-service. Preference will be given to vendors who are able to seamlessly interface pertinent employee data with the current credentialing (Cerner/Anasazi) and financial applications (Tyler/Microsoft Dynamics AX) as well as training software (Relias).

Project Implementation

To be successful, EHN will need a strong relationship with the service provider during the implementation process. Preference will be given to those organizations that show strong capabilities to implement and support all functions within the offering. EHN will also consider the implementation plan, the overall timing and duration of the project, and the technical capacity and experience of the vendor.

Implementation Costs and Service Fees

The evaluation team will be looking for the best value in terms of both cost and service fees. The evaluation team will give higher weight to service providers who can meet the functional requirements with a standard service fee, without additional charges or implementation costs. It is also important that the system upgrades are included as part of the standard service fee.

Support Services

The evaluation team will be looking for an implementation team that has experience with complex payrolls specifically surrounding health care. Initial set up and training will be critical factors in our ability to deliver desired results. The evaluation team will review the support documentation provided in conjunction with the contract for service. In addition, the evaluation team will be interested in the level of support provided after the implementation period. It is important that the service provider demonstrate they can provide trained support staff for operational concerns. It is also important the support services provided include sharing technical/legal updates and best practices.

E. Instructions

Service providers can respond to the Request for Proposal by completing the information requested in Section II: Required Vendor Information For each question indicate how your solution satisfies the functionality defined or described as stated. If not, indicate partial functionality available. Feel free to elaborate upon customizations to your product to meet the defined or described state. If your product cannot provide functionality, please state so.

I. Emergence Health Network (EHN) Background

EHN is a non-profit community-based mental health/intellectual disabilities center with multiple sites within the El Paso community. HR services have been contracted through El Paso County for approximately 3 years. Support is in the process of transitioning back to an internal HR team. NeoGov, EHN’s current applicant tracking, is through El Paso County and will be on a month to month bases beginning September 1, 2016. For this reason, applicant tracking and anything that must be implemented prior to applicant tracking will take first priority.

Compensation

EHN has a wide variety of pay types outside of normal wages, such as: Five types of on-call pay, stipends, bonuses, auto allowances and reimbursements for items such as mileage.

Generally, EHN has relatively complex pay rules that reflect the breadth of its business operations. Individual employees are regularly paid from multiple cost centers each pay period. A variety of payroll deductions are also processed such as various benefit plans, parking fees, voluntary contributions, uniforms, etc.

Benefits

Benefit eligibility is determined by employment status. All benefit eligible employees have the same health-related benefits. However, leave benefit accruals do vary within the regular full-time and regular part-time groups based FTE and years of service. While accrued sick leave does not typically payout upon termination, some employees, depending on date of hire, do still retain that benefit.

Current Software

EHN uses Microsoft Dynamics AX (Tyler) software for its financial needs. EHN pays approximately \$94,000 per year for the current payroll and time and attendance modules. EHN is actively using the payroll and time and attendance capabilities through ADP Pay Expert and e-Time.

Function	Current Software
Payroll	ADP
Time and Attendance	ADP
Core HR (Employee Data Management)	None (Excel)
Applicant Tracking/Career Center	Neogov (ends 8/31/2016)

Benefits Administration	None
Performance Management	None (Excel)
Compensation Management	None
Benefits Administration	None
Document Management	None
Business Analytics	None
Mobile/Tablet App (self –service and time clock)	None
FMLA Tracking	None
ACA Tracking	None

Roles and Responsibilities

Current HR Roles and structure is new. The HR team works closely with two payroll staff, reporting through a different chain of command. The payroll team also handles the bulk of time management. Human Resources is led by the CHRO, with managers in Talent Acquisition, Benefits and Compensation, Training, and Employee Relations. There are 2-3 staff/specialists reporting to each manager. The talent acquisition team also handles medical credentialing.

Time Entry

Time is currently tracked through ADP e-Time. Non-Exempt employees login to the computer system and create punches through the system. Exempt employees enter time daily or weekly prior to payroll end. All employees submit time cards electronically to supervisors for approval.

II. Required Vendor Information

A. Organization Information

Provide a corporate overview including your philosophy, vision, and mission statements.

Describe your company’s ownership, history and primary business focus.

Please provide a sampling of the awards your company has received.

How do you distinguish yourself from the competition?

Describe your client base for payroll and HR services. What is the average size of your client? What is your client retention rate? On average, how long do your clients remain with you?

Identify your firm’s annual revenue and profitability.

Describe your organization's approach to research, development and product innovation.

What enhancements are planned for your product over the next three years?

a. Technology/Architecture

Provide a brief overview of your products with a summary of the functionality. Indicate if the product was developed by your company or purchased.

Provide an overview of your system architecture.

Describe your multi-layered architecture for scalability and extensibility.

Define your hardware, and operating system requirements (including 3rd party and/or supporting requirements).

Provide a description of your company's disaster recovery options.

Describe how your organization provides periodic system performance evaluations for all installed applications.

How does your company stay current with technology?

How is system auditing implemented in the application?

Detail the application response times, benchmarks for processes such as payroll processing, screen navigation, report generation, etc. both separately and concurrently.

Describe how your system complies with applicable federal, state and local laws, regulations or ordinances.

b. Product Deployment

Do you offer your products as Licensed, Hosted, SaaS, Cloud or a combination?

If you offer a Hosted and/or a SaaS solution, what is the data center and network infrastructure?

If you host the application, what types of technical resources are required?

Provide a brief description of the security measures you provide in your hosting and/or SaaS environment.

If data centers are physically secured, explain the method/technology used. For example are they Tier IV?

Describe your software development lifecycle.

What is the migration process in upgrading to new versions and how does the upgrade process affect customization?

What is the standard rule base for incoming/outgoing traffic enforced by the Firewall?

What password authentication controls are utilized?

What virus detection/scanning mechanisms are in place?

If Hosted and/or SaaS, what control would we have with making application modifications- screens, tables and fields?

c. General

How do you handle system upgrades? Are upgrades included in the basic agreement or are additional fees assessed?

What type of customization can clients do without incurring additional fees?

Who has responsibility for maintaining customization changes?

Describe the integration between the payroll, time and attendance, and human resources modules.

How much history can be maintained in your system and is the amount consistent across modules/applications? Does this require archiving records?

What happens to records upon termination of the contract? Are there fees for continued document storage or migration?

Explain your system's workflow capability (i.e.: approve/not approve).

Can the system use email to communicate with employees or administrators for the purpose of workflows?

Does your system have the ability to create and populate Custom Fields?

d. Security

Describe your approach to system security.

Have there been any significant company security breaches in the last five years? How do you handle security breaches?

What happens when the system is accessed by someone without rights? What password authentication controls are utilized?

Ability to restrict access to specific functions, files and data elements based on user.

Can we restrict users from viewing and/or editing at the field level?

Can we manage the system access without relying on the vendor?

Does your system have the ability to set up “mass” security profiles by employee group?

B. Human Resources

a. Organization Information

Can we configure organizational structures by Division, Location, Functional Groups (i.e., Corporate = finance, accounting, legal, human resources making up one group), Departments?

Do we have the ability to run an organizational report and view it in an organizational chart format?

Does the system provide an employee summary view to display fields such as date of hire, job title, job code, reports to, salary, department, company code?

Does your system provide an employee filter or inquiry ability to sort employees?

Does your system have the ability for managers to update organization information online, such as reporting relationship or location, with approval?

Can your system support employees that hold multiple positions with different departments/cost centers and pay rates?

b. Recruitment

Provide a recruiting solution overview.

Do you own your recruiting software solution or is it provided through a partnership arrangement?

How are candidates managed during the recruiting process?

What job boards are supported with your product? Describe how jobs are posted to Internet job boards and promoted using social media.

Can the job posting be customized and saved for future use as a new requisition without recreating the entire posting?

Can we easily create customized questions for individual requisitions in addition to the standard application?

Describe the ability for managers to directly view, comment and respond to applicants.

Describe the ability to search applicant database based on key words or criteria.

Can we track human resources or manager notes in the system?

Explain the ability for candidates to complete an employment profile.

Does it allow an applicant to be a candidate for multiple requisitions?

Does the system allow candidates to upload multiple documents or scanned images during application process, such as resume, cover letter or veteran's preference form?

Does it allow an applicant to update a previously submitted application to apply for future openings?

Does your solution allow for an automatic email response to candidates? If so, please describe the communication types included in the solution. Are these configurable?

Describe the ability to forward information from recruitment into HRIS system so data does not need to be reentered.

c. New Hire

Describe your employer configurable new hire workflow.

Explain the ability to create a new hire workflow that enables human resources to notify, assign tasks, or collect data from multiple parties in the event of a new hire.

Can we enter new hire data before start date or start of payroll period (effective dating)?

Does the system allow new hires to enter information via a web portal prior to start date?

Are you integrated with e-Verify?

Does the system allow data collected during the new hire process to be transferred into other systems such as Cerner/Anasazi (used to track credentialing and background checks)?

d. Employee Termination

Describe your employer configurable termination workflow and how it supports termination of employees and independent contractors (if this data can also be stored).

Describe your system's ability to create a termination workflow that enables human resources to notify, assign tasks, or collect data from multiple parties in the event of a termination. For example, to notify and record that computer access has been disabled.

Can the system automatically cancel specified employee benefits upon termination?

Does your system have the ability to track termination by reason, date, rehire eligibility and COBRA election? Does the system provide turnover analysis reports? Explain the drill down capability.

Can we archive terminated employee information indefinitely?

e. Benefits

Does your system handle benefits administration?

Describe the integration between benefits and payroll.

Explain how your system facilitates reporting to third-party vendors.

Describe the system capabilities for online benefits enrollment.

Describe the life events that come standard along with those that require configuration.

How would the system assist in reconciling insurance bills or contributions due to third party administrators?

Can benefit plans be set up so only a specific group of employees are eligible for them?

Can benefit cost changes be future dated for a future year within the current year?

Does the system have the ability to handle calendar/fiscal benefit plans?

Are premiums automatically updated for age and salary benefit calculations?

Are insurance amounts automatically adjusted when a salary increases?

Can you automatically enroll a certain group of people in a benefit plan?

Do Employee Benefit Statements include the company's cost of benefits?

How does the system accommodate benefits requiring evidence of insurability?

Does the system notify administrator when new hire enrollment is complete or changes have been made?

In addition to enrollment and life events does employee self-service include the following:

- Viewing employee's current plans and covered dependents

- Viewing related information such as summary plan documents
- Viewing plan comparisons
- Links to carrier website
- Displays only the benefit plans for which the employee is eligible

How can employees manage dependent data in the system?

Does the system automatically remind employees to enroll if they have not completed the enrollment process by a specified date?

f. Affordable Care Act

How has the system been upgraded to handle all of the benefit changes due to the Affordable Care Act?

Describe your ability to forecast costs.

Does your system allow for hours tracking hours per pay period for both Initial and Standard measurement periods?

Can your system simultaneously measure an employee in both a Standard and Initial measurement period?

How does your system capture declination or insurance covered dates?

Describe how your system takes into account the Standard Measurement Period, Admin Period and Stability period each and every year? Is it automated?

Describe how the system utilizes “Safe Harbor” rules.

What reports and/or worksheets are available for Affordable Care Act management?

Do you provide all relevant end of year ACA reports including 1095 and 1094 submissions?

g. Compensation Management

Provide an overview of the key compensation features of your system.

Can we perform online compensation modeling?

How is the compensation feature integrated with the HRIS and payroll functions?

Explain how the system allows managers to plan salary increases online, process approvals via workflow, and automatically implement increases on the effective date?

Please describe how managers approve proposed compensation increases and the ability to view budgets totals for their entire hierarchy?

Please describe how customers can link performance to compensation?

Explain how your system creates and retains salary history?

What types of reports are available for compensation?

Does your system validate minimum and maximum salary (of grade) when pay is changed and provides a warning message as needed?

Explain how the same job can have different salary ranges based on job location (to account for differences in pay).

Does it store compensation range information as part of the employee record?

Does your system allow employees to access current compensation and compensation range/plan information via self-service?

h. Performance Management

Describe your performance management capabilities.

Does the system maintain information on performance reviews, including review history, overall review ratings, review schedules, and approvals?

Do we have the ability to have multiple review forms per type of employee and automatically link manager to the correct form?

Is there a configurable workflow to do online performance review completion and submission seeking the employee's input first and then the manager's flowing upward for additional approvals in the reporting line and then onto HR and payroll for processing?

Are both self and manager assessments available?

Describe the ability to complete 360 reviews.

Can cascading goals be set?

Can the manager and employee update goals and objectives?

Can we create, edit, update and delete company-wide competency models?

Ability to track performance reviews, both due date and date completed.

Can the system automatically notify a manager when a performance review is due and overdue?

i. Employee Self Service

Describe your application's employee self-service functionality. What are the major features?

Describe how your application promotes engagement with employees, management and work groups.

Is this application integrated with the main HRIS application?

Please explain how your employee self-service feature will assist in the communication between you and our employees. What types of information can be made available to our employees, reducing the amount of calls to HR and Payroll?

Does the system allow employees to change their own passwords?

Can employees' access company-level documentation and resources such as org charts?

How does your self service solution accommodate policy acknowledgement?

How do employees view and access benefits information?

How do you define activities or events in your self service solution?

What support would be required from our IT department?

How do you assist organizations in rolling out self-service? What training would be available to employees and/or managers?

Are representatives available for on-site demonstrations during events such as Open Enrollment benefit fairs?

To what degree can your self-service interface be customized?

j. Manager Self Service

Provide an overview of the features available through manager self-service.

Describe how managers are limited to information for only their direct reports.

Describe the integration between your manager self-service application and your HRIS/Payroll software.

Describe to what level access to information can be controlled (i.e., screen, field, etc.).

Does the application provide managers access to the entire employee self-service functionality? Please explain.

Are managers able to run reports from self-service? How is it performed?

Ability to customize information, reports and workflows offered through self-service to different employee groups.

k. Document Management

Describe your Document Management capabilities?

What formats are accepted/recognized?

Can the documents be linked to more than one workflow?

How can documents be searched?

Describe the security to restrict employees from seeing certain documents.

l. Payroll

Summarize the payroll services you provide that would no longer need to be handled in-house.

Explain how the verification of payroll works.

Does your organization specifically handle deposit and filing of taxes and processing of W-2's or is it handled by a 3rd party?

Does your organization file state unemployment insurance reports and quarterly tax returns (941)? Is this included in the base service or an additional fee?

Is this application integrated with your main HRIS product?

What methods for data entry exist in your solution?

How do you handle employees with multiple rates of pay who may cross multiple departments/cost center assignments?

How do you handle imputed income?

Do you handle unlimited direct deposits? If no, what is the maximum?

Do you support payroll accumulators by: Federal reporting month-to-date, Quarter to date, Fiscal year to date, and Federal reporting year to date?

Do you associate end dates for deductions and automatically stop the deduction?

How does your system accommodate additional payroll processing for items like bonuses, expenses, commissions, etc.?

Explain what happens when an employee does not have enough net pay to cover his deductions for the pay period

Describe the vendor responsibilities for the yearend and year begin processes.

Describe the expectations for the client for yearend and year begin processes.

Describe the manual check process.

Administrators can immediately view the complete zero-to-net impact of changes made to time records.

Do you provide configurable, in-application audit reports for identifying potential issues? Please explain.

Supports an unlimited number of earning and deduction definitions.

How does your solution handle garnishment calculation, prioritization and pay?

Please describe the process to void and reissue checks.

How do you handle special taxation rules for non-cash benefits such as long term disability, group life insurance and community center memberships?

Does the solution have the ability to exclude pay types from eligible earnings for calculations?

Describe your tracking of retirement contributions to ensure compliance with IRS established maximum annual contributions.

m. Tax

Do you provide full tax filing processes?

What tax updates, if any, are provided and how are these updates received?

Do you support one time additional tax amounts and/or overrides?

Do you provide all relevant end of year payroll processing reports including W-2, 941, 1099s State, SUI?

How do you handle inquiries, discrepancies, and resolution for federal, state, and local tax inquiries?

Describe tax resources provided to your customers on tax regulations at the federal, state, and local levels? How do your customers access this information?

How do you distinguish yourself from the competition in the area of tax processing?

n. General Ledger Interface

Describe your general ledger interface process.

Please describe how the proposed system will support multi-tier labor allocations to post actual employee cost to GL. This includes the allocation of wages, employee and employer taxes, and employee and employer deductions by multiple organizational levels.

What reporting tools are available to query General Ledger transactions generated from payroll?

Can data be exported to excel for editing capabilities?

Can we use descriptions in the General Ledger? Is there a limitation to length, character segments of General Ledger number?

Do we have the ability to create new G/L codes and mappings internally?

GL setup tables are accessible by users to change at any time

Does it accommodate exceptions to the GL mapping down to the employee level?

Please describe the GL entries for the accrual of payroll at month-end.

Will adjustments be automatically posted to GL? Explain.

o. Time and Attendance

Describe your time and attendance capabilities.

How does the system enforce access control?

Is data viewed and available in real time?

Who can define access control rules?

Describe the approval process within your application?

Can the employee and approver check status of the time records (processed or not processed) for a specific time period?

Can the employee and approver review information from the time records in detail and in summary form (as part of the core package)?

Describe the process for editing a punch/time "in or time "out".

Are employees able to access prior period information?

Describe automatic email notifications, alerts, reminders, and exception reporting.

Is an audit trail of any edits kept?

How does synchronization of data work across multiple sites/locations?

What are the standard methods used to capture employee hours?

Does the application have the ability to track hours worked by day?

Describe how your application can support Labor Distribution.

Can we set default job codes, business unit codes or project codes in system?

What are your procedures for archiving or retaining historical information?

Can the system distinguish between an employee and a temporary employee?

Does the application allow for multiple methods for calculation of overtime and double-time (i.e. premium time) based on employee type?

How does your system handle predefined Holidays?

Does the application have the capability to automatically remind employees and managers to sign and/or approve time-off/timecards requests?

p. Schedules

Provide an overview of the system's scheduling functions (e.g., building schedules, templates, scheduling vacations, and default holidays).

Can an employee's time card be prepopulated from their schedule?

Explain the ability to pre-populate time with approved time off, leaves and holidays.

Can supervisors view schedules within their workgroup and by employee?

Can our supervisors make changes either to the schedule or reported time?

q. Approvals

Describe the time card approval process within your application.

Can an employee make edits to their time sheet prior to submission for approval?

Does it allow for multiple individuals to approve time electronically?

r. Overtime and Pay Rules

Describe how your system supports wages & various overtime rules

Explain the ability to flag hours scheduled or entered in excess of 40 when an employee is working multiple positions.

Does the system have the ability to flag supervisors when employees are approaching OT?

Does your system have the ability to calculate weighted average OT?

s. Time Off/Leaves of Absence

Please explain your time off tracking capabilities

Explain how your solution handles time off/vacation request (e.g., request form, validation of PTO balance, and rules to prevent overdraw).

How does your system track scheduled leave versus leave actually taken? Is this information available for review?

Does the application automatically start tracking accrual hours for new hires and employees with status changes based on rules previously created?

Do we have the ability to assign accrual criteria (or tables) to individual or groups of employees?

Will our employees and managers be able to directly view PTO amounts earned and taken, and the dates on which the accruals were used? Please explain.

Does approved time off automatically pre-populated in time and attendance?

Can your system accommodate FMLA tracking?

Will we have the ability to do multiple coding for leave hours? For example, time off could be coded both as PTO and FMLA?

Does the solution have the ability to create an employee time off/leave calendar by group, division or department. Is this available through self-service?

Please describe available leave reports.

t. Reporting

Please describe your reporting functionality.

Describe how your report writer can filter data in multiple ways using any field? Can data be sorted by both financial parameters (business unit, budget code) and human resources parameters (organization level, job code)?

List or attach standard reports provided through your system.

Describe the system's ability to format reports. Does the data have to be exported to a Microsoft Office product before formatting can occur? Attach a formatted report that was created using your system that includes an organization logo.

Explain your ability to import and export data from Microsoft Word, Excel and Access.

Does your system have point-in-time reporting capabilities?

Explain the system's ability to run report with historical data.

Does your system provide required governmental reports such as EEO, Veteran status, Affordable Care Act, etc.?

Does the system have the ability to handle consolidated reporting across companies/organizations?

u. Business Analytics

Describe your capability to support data analytics dashboards.

Does your software support customizable dashboards?

Is Data Analytics/Dashboards/Business Intelligence integrated or is it sold in a separate module?

Is access to analytic dashboards controlled by role based security?

Is all reporting and analytics data is real-time across all functional areas?

Reporting and analytics data visibility respects the configured security model.

v. Interfaces

If we want to interface to a third-party system which you do not have a standard interface for, describe the architecture/tools/process we would need to follow to complete the interface.

Please provide us with a list of the supported APIs.

Do you support custom interfaces?

w. Application Security

Describe the proposed system's Application level security.

Does your application use a secure connection if hosted? If so, please explain the security model used.

Does the proposed application support single sign on?

Is your security role based or user based?

How are the users and security roles administered?

What is the application authentication process? What methods are used to authorize users?

Can users have more than one security profile?

Does your application allow for customer defined ID and password methodologies?

Does your application allow for global security policies (e.g., number of invalid attempts before reset, time outs)?

How is validation for forgotten passwords processed when an employee locks out or has forgotten log-on information?

x. Implementation

Describe your approach to implementation.

Provide a sample project plan

Describe the typical implementation team and their roles and experience.

What is the training process for the first payroll run?

How many parallel runs do you perform?

Does the system allow for the importing of initial data?

y. Service & Support

What is your customer service model?

How many clients and individuals do you serve?

Do you use your Web site as a mechanism to provide support to your clients?

What written documentation is provided with your service? What type of information is available on your website?

How is the quality of your support center monitored? Describe any formal quality programs you have in place. Review any available quality or performance data.

What percentage of service calls is resolved upon first contact? If a call is not resolved, what is the process to resolve the issue?

Do you facilitate a user group? How does the user group function?

z. Training

What types of training do you offer customers?

What training materials do you provide?

What training options are available above and beyond basic training?

What type of technical training do you provide to ensure that your clients remain abreast of regulatory changes with regard to payroll?

How many hours of ... 1) in-person training? 2) recommended on-line training?
3) one time training? 4) Annual training updates?

Provide at least three customer references of mid-sized corporate customers

General Provisions EMERGENCE HEALTH NETWORK

These General Provisions are considered standard language for all EHN proposals and RFP documents. If any “specific proposal requirements” differ from the General Provisions listed here, the “specific proposal requirements” shall prevail.

1. RFP PACKAGE

- a. The PROPOSAL, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.
- b. **Proposal must be received at 9609 Carnegie Ave. BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the Proposal number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the bidquestions@ehnel Paso.org or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER’S RESPONSIBILITY

The proposer must affirmatively demonstrate its responsibility. The proposal must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

EHN reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. EHN further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by EHN.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal.

6. SUBSTITUTES

It is not EHN's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

EHN reserved the right to offer these alternatives to other proposers.

8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Proposals shall be awarded to the responsible proposer that submits the best proposal.

Proposals will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in a Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal and may discontinue its efforts under this Proposal for any reason or no reason or solely for EHN's convenience at any time prior to actual execution of the contract by EHN. EHN reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this Proposal will be considered noncompliant.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such Proposer will furnish all items and services upon the terms and conditions in this Proposal and contract.

Proposer shall submit to EHN, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Proposal.

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its proposal. EHN agrees to provide notice to proposer in accordance with the Public Information Act in the event EHN receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposal(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by EHN to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the CEO and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

16. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

17. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

18. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by EHN. Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by EHN, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

19. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

20. PROPOSAL IDEAS AND CONCEPTS

EHN reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any proposal.

21. BID/PROPOSAL DISCLOSURES

Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. All information contained in the proposal response is available for public review.

22. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to EHN in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

23. INDEMNIFICATION

A. The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer's operations under this contract, its use of EHN facilities and/or equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN's facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer's operations under this contract.

Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

B. Any successful proposer who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

24. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
\$5,000 – Premises Medical Expense
\$500,000 – Fire Legal Damage Liability
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Proposer shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Proposer.

Emergency Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

25. Mental Health Friendly Workplace

The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the proposal process.

26. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any EHN employee prior to the opening of responses to this Proposal.

No officer or employee of EHN, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

27. SOVEREIGN IMMUNITY

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

28. MERGERS, ACQUISITIONS

The Proposer shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contact resulting from this Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to EHN.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The new Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

31. DELAYS

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURACY OF DATA

Information and data provided through this Proposal are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in

providing the requirements stated in the Proposal.

35. MONITORING PERFORMANCE

EHN shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

36. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and
- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and
- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and

- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services.
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and
- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIP AA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements made

in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer's proposal shall result in disqualification of the proposal.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.

EHN is an equal opportunity employer.



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

CERTIFICATION REGARDING LOBBYING

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Provider	Vendor ID No. or Social Security No.	Program No.
Name of Authorized Representative	Title	

Signature – Authorized Representative

Date



Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Suite 600
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

RE: RFP #16-011, HRIS-HCMS

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire.

Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are EHN Officers that will award the proposal and the employees which will make a recommendation:

EHN Officers:

Robert Jacob Cintron, Chair
David Stout, Vice-Chair
Martin Bartlett, Secretary
Michael Escamilla, MD. Trustee
Rick Myer, Ph.D., Trustee
Pamela Cook-Howard, Trustee
Kathleen Peyton, Trustee

EHN Employees: Kristen Daugherty, CEO

Pauline Motts, CFO
Rene Hurtado, CDO
Rene Navarro, CCO
Tewiana Norris, CNO
Chrystal Davis, COO- Diversion Services
Ashley Sandoval, COO-MH Services
David Puentes, COO-IDD Services
Marcelo Rodriguez-Chevres, MD, CMO
David Baquera- COO- Addiction Services
Juan Gonzalez- CIO
Aileen Cabral- CHRO
Carol Thornburg, DO- CMO Substance Abuse
Diana Billingsley, Director of Budgeting and Purchasing

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

RFP# 16-011

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EMERGENCE HEALTH NETWORK
Solicitation Check List
HRIS- HCMS
RFP #16-011

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to EHN by 3:00 p.m., Tuesday,
August 16, 2016.

_____ Did you visit our website (www.emergencehealthnetwork.org) for
any addendums?

_____ Did you sign the proposal?

_____ Did you sign the "Certifications Regarding Lobbying" document?

_____ Did you provide one original and four (4) electronic copies in
Word/PDF Format of your response? Electronic copies must
reflect the original hard copy.