



Request for Applications RFA #19-002 HOME AND COMMUNITY BASED SERVICES (HCBS)

Anticipated Schedule of Events

June 1, 2019 - Issuance of RFA
Open - Continuous RFA
Open - Continuous Q & A

REQUEST FOR APPLICATIONS HOME AND COMMUNITY BASED SERVICES (HCBS)

Prepared for Emergence Health Network

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General Information

Emergence Health Network Information

Emergence Health Network (EHN) is the Texas Health and Human Services Commission (HHSC) designated Local Mental Health Authority (LMHA) and the Local Intellectual and Developmental Disability Authority (LIDDA), established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of El Paso County, Texas.

Background Information and Services to be Provided

MISSION

Emergence Health Network ensures superior recovery-based services for mental health, developmental disability, and related conditions for the people of El Paso County.

VISION

EHN will lead behavioral and developmental services in the El Paso region ensuring access to quality services, advocating for a better quality of life, and providing strength, hope, and recovery for persons with mental illness and developmental disabilities.

PHILOSOPHY AND VALUES

- Engage our customers by communicating the benefits of services and recovery
- Celebrate our customer's strengths when participating in services
- Foster hope in every service delivered
- Demonstrate evidence of our customer's successes toward recovery
- Recognize our customers and staff for all achievements made

GOALS

- Ensuring Quality
- Improving Access
- Increasing Communications
- Enhancing Resource Development
- Strengthening the Organization

BACKGROUND

Home and Community Based Services (HCBS)- Adult Mental Health (AMH) offers home and community-based long-term services and supports provided under Medicaid waiver 1915(i). The rule requires the state to ensure all settings in which Home and Community Based Services are provided comply with the federal requirements to ensure that individuals receiving HCBS services and supports are integrated in and have full access to their communities, including engagement in community life, integrated work environments, and control of personal resources.

OBJECTIVES

The Home and Community Based Services- Adult Mental Health program is designed to support recovery from mental illness. Lifestyle decisions will be made with each person based on his or her preferences, defined as person-centered planning. EHN offers services to help better manage one’s physical and mental well-being; attain stable and safe housing; engage in meaningful daily life activities; forging and cultivating relationships with others in the community; develop a positive sense of identity; and re-gaining belief in one’s self.

Population criteria:

1. Long Term Psychiatric Hospitalization (LTPH), which must have been hospitalized for 3 out of the last 5 years (1095 days cumulative or consecutive).
2. Jail Diversion (JD), must have 4 arrests and 2 psychiatric crisis episodes with in the last 3 years
3. Emergency Department Diversion (EDD), must have 15 or more ED visits and 2 psychiatric crisis episodes in the last 3 years.

The following services are available in HCBS-AMH:

- Host Home/Companion Care;
- Supervised Living Services;
- Assisted Living;
- Supported Home Living;
- HCBS-AMH Psychosocial Rehabilitation services;
- Employment Services
- Supported employment;
- Employment assistance;
- Minor home modifications;
- Home-delivered meals;
- Transition assistance services;
- Adaptive aids;
- Transportation services (non-duplicative of state plan medical transportation);
- Community Psychiatric Supports and Treatment
- Peer support;
- Respite care (short term);
- Substance use disorder services;
- Nursing;
- Recovery Management; and
- Flexible Funds

SCOPE

SERVICE NAME	DESCRIPTION	PROVIDER QUALIFICATIONS	RATES
RESPITE	<p>Service Definition: Respite is furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care for the Waiver</p>	<p>Direct Service Provider: Respite workers must be familiar with individual-specific competencies and pass criminal background</p>	<ul style="list-style-type: none"> • In-home- per day - \$214.74 • Out-of-home - Adult foster care (AFC) home - per

<p>RESPIRE</p>	<p>participant.</p> <p>Respite Types / Locations: All settings must be located within the State of Texas.</p> <p>In-Home Respite</p> <ol style="list-style-type: none"> 1. HCBS-AMH participant’s home or place of residence 2. Private residence of a respite care provider, if that provider is a relative of the HCBS-AMH participant, other than the parents, spouse, legal guardian, or Legally Authorized Representative (LAR). <p>Programmatic clarification: A direct service staff may pick up a HCBS-AMH participant from their home and provide the service in a community setting.</p> <p>HCBS-AMH Respite has a daily rate and is inclusive of the following:</p> <ol style="list-style-type: none"> 1. Personal assistance with activities of daily living and functional living tasks; 2. Assistance with planning and preparing meals; 3. Transportation or assistance in securing transportation; 4. Assistance with ambulation and mobility; 5. Reinforcement of rehabilitation or specialized therapies; 6. Assisting an individual with medication administration or with supervision of self- medication in accordance with the Texas Board of Nursing rules (TAC); 7. Supervision as needed to ensure the individual’s health and safety; 8. Activities that facilitate the individual’s: 	<p>and misconduct registry checks.</p> <ul style="list-style-type: none"> • Be 18+ years old • Trained in CPR/first-aid • Texas driver’s license/automobile insurance (if transporting individuals) <p><u>In-home respite</u> will be provided in the individual’s home or place of residence, or in the home of a family member or friend. License n/a</p> <p><u>Out-of-home respite</u> can be provided in the following locations:</p> <ul style="list-style-type: none"> • Adult foster care home; • 24-hour residential habilitation home; • Licensed assisted living facilities; and • Licensed Nursing Facilities. <p>The contracted waiver provider agency must approve and provide ongoing oversight of respite settings to ensure the safety and appropriateness of the setting</p> <p>Respite care providers must complete training as required by DSHS and Emergence</p>	<p>day - \$29.95</p> <ul style="list-style-type: none"> • Nursing facility - per day (NF RUG rates) - \$74.30 • 24-hour residential habilitation home - per day - \$132.41 • Licensed assisted living facilities - per day (CBA AL Out-of-Home Respite rates) - \$47.30
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<p>RESPIRE</p>	<ul style="list-style-type: none"> • Inclusion in community activities; • Use of natural supports and typical community services available to all people; • Social interaction and participation in leisure activities; and • Development of socially valued behaviors, daily living and functional living skills. <p>9. Transportation costs associated with the respite service, including transportation to and from the respite service site; and</p> <p>10. Room and board.</p> <p>*Other services indicated on the IRP may be provided during the period of respite, if they are not duplicative of or integral to services which can be reimbursable as respite or otherwise excluded by the HCBS-AMH Billing Guidelines.</p> <p>Programmatic Clarification: A direct service staff may pick up a HCBS-AMH participant from their home and provide the service in a community setting.</p>	<p>Health Network (EHN or Center).</p> <p>The out-of-home respite provider must have a functional landline phone on the premises.</p>	
<p>MINOR HOME MODIFICATIONS / ADAPTIVE AIDS</p>	<p>Service Definition:</p> <p>Minor home modifications are those physical adaptations to an individual's home that are necessary to ensure the individual's health, welfare, and safety, or that enable the individual to function with greater independence in the home. In order to receive minor home modifications under this program, the individual would require institutionalization without these adaptations.</p>	<p>The agency must comply with the requirements for delivery of minor home modifications, which include requirements as to:</p> <ul style="list-style-type: none"> • Type of allowed modifications; • Time frames for completion; • Specifications for the modification; • Inspections of modifications; • Follow-up on the completion of 	<p>Minor Home Modifications have a limit of \$7,500 annually. If the cost is over \$1000.00, obtain three bids. Once that max is reached, \$300 per IRP year allowed for repair, replacement, or updating of existing modifications.</p>

<p>MINOR HOME MODIFICATIONS / ADAPTIVE AIDS</p>	<p>Minor home modification may include:</p> <ul style="list-style-type: none"> • Home accessibility adaptations (e.g. widening of doorways); • Modification of bathroom facilities; • Installation of ramps; or other minor modifications which are necessary to achieve a specific rehabilitative goal defined in the IRP and prior approved by DSHS; and • Repair and maintenance of a billable adaptation not covered by warranty. • Safety adaptations (alarm systems, alert systems, and other safety devices). <p>Adaptive aids include:</p> <p>Vehicle modifications, service animals and supplies, environmental adaptations, and aids for daily living, such as reaches, adapted utensils, certain types of lifts, pill keepers, reminder devices, signs, calendars, planners, and storage devices. Other items may be included if specifically required to realize a goal specified in the IRP and prior approved by DSHS.</p>	<p>modifications; and;</p> <ul style="list-style-type: none"> • Qualified building contractors provide minor home modifications in accordance with state and local building codes and other applicable regulations. <p>All minor home modifications are provided in accordance with applicable state or local building codes.</p> <p>The minor home modifications must be necessary to address specific functional limitations documented in the IRP and must be approved by DSHS.</p>	<p>Adaptive Aids - \$1,000 Maximum</p> <ul style="list-style-type: none"> • Adaptive aids costing over \$500.00 must be recommended in writing by a service provider qualified to assess the individual's need for the specific adaptive aid and be approved by DSHS.
<p>HOME DELIVERED MEALS</p>	<p>Home Delivered Meals services provide a nutritionally sound meal to individuals. Each meal shall provide a minimum of one-third of the current recommended dietary allowance (RDA) for the individual as adopted by the United States Department of Agriculture. The meal is delivered to the individual's home. Home delivered meals do not constitute a full nutritional regimen.</p> <p>The provider must be in compliance, during all stages of food service</p>	<p>Must follow procedures and maintain facilities that comply with all applicable state and local laws and regulations related to fire, health, sanitation, and safety; and food preparation, handling, and service activities.</p> <p>Staff and volunteers involved in food preparation will have training in:</p> <ul style="list-style-type: none"> • Portion control; • FDA Food Code practices 	<p>Per Meal - \$5.62</p> <ul style="list-style-type: none"> • 62 Meals Maximum per Month

<p>HOME DELIVERED MEALS</p>	<p>operation, with applicable federal, state and local regulations, codes, and licensor requirements relating to fire; health; sanitation; safety; building and other provisions relating to the public health, safety, and welfare of meal patrons.</p> <p>Foods must be prepared, served, and transported:</p> <ul style="list-style-type: none"> • With the least possible manual contact; • With suitable utensils; and • On surfaces that have been cleaned, rinsed, and sanitized to prevent cross contamination prior to use. <p>Meals may be hot, cold, frozen, dried, or canned with a satisfactory storage life.</p> <p>Home Delivered Meals providers must be able to demonstrate that menu standards are developed to sustain and improve a participant’s health through the provision of safe and nutritious meals that are approved by a dietician.</p> <p>All providers will have a safety plan to ensure individuals will receive meals during emergencies, weather-related conditions, and natural disasters. Plans could include, but are not limited to, shelf-stable emergency meal packages, four-wheel drive vehicles, and volunteer arrangements with other community resources.</p> <p>Home delivered meals providers must be provided in-person delivery whereby a paid staff or volunteer delivers the meal to the individual’s home. To the extent possible, the staff or volunteers must report any changes in the individual’s condition or concerns to the individual’s RM.</p>	<p>for sanitary handling of food;</p> <ul style="list-style-type: none"> • Texas food safety requirements; and • Agency safety policies and procedures. • Staff and volunteers having direct contact with an individual will have training in: <ul style="list-style-type: none"> • Protecting confidentiality; • How to report concerns, which may include change of condition; self- neglect, and abuse, to appropriate staff for follow-up; and • When to report to the Recovery Manager any individuals considered high risk. <p>A nutrition screening survey must be designed to indicate signs of poor nutritional health.</p> <p>All providers will have a safety plan to provide meals during emergencies, weather-related conditions, and natural disasters (i.e. shelf-stable emergency meal packages, four- wheel drive vehicles, and volunteer arrangements with other community resources).</p>	
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<p>HOME DELIVERED MEALS</p>	<p>Home-delivered meals 31 - 62 units/month</p> <p>Home delivered meals providers must be provided in-person delivery whereby a paid staff or volunteer delivers the meal to the individual's home. To the extent possible, the staff or volunteers must report any changes in the individual's condition or concerns to the individual's Recovery Manager.</p>	<p>62 units/month</p>	
<p>SUPPORTED HOME LIVING</p>	<p>Supported Home Living services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>The only billable activities for Supported Home Living are:</p> <ol style="list-style-type: none"> 1. Interacting face-to-face with an individual to assist the individual with activities of daily living including: 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; • Have at least three personal references from persons not related within three degrees of consanguinity that evidence the ability to provide a safe and healthy environment for the individual(s) to be served; 	<p>\$20.17 Per Hour</p> <ul style="list-style-type: none"> • Standard User: 62 hours a month maximum • High Need User: 186 hours a month maximum

<p>SUPPORTED HOME LIVING</p>	<ul style="list-style-type: none"> • Bathing; • Dressing; • Personal hygiene; • Eating; • Meal planning and preparation; and • Housekeeping. <ol style="list-style-type: none"> 2. Assisting the individual with ambulation and mobility; 3. Reinforcement of any professional therapies provided to the individual; 4. Assisting with the administration of the individual's medication or to perform a task delegated by a registered nurse in accordance with rules of the Texas Board of Nursing at 22 TAC, Chapter 225 (relating to RN Delegation to Unlicensed Personnel and Tasks not Requiring Delegation in Independent Living Environments for Clients with Stable and Predictable Conditions) or the Human Resources Code, §161.091-.093, as applicable; 5. Developing or improving skills that allow the individual to live more independently; develop socially valued behaviors; and integrate into community activities; use natural supports and typical community services available to the public; and participate in leisure activities; 6. Securing transportation for the individual; 7. Transporting the individual, provided to individuals in accordance with HCBS-AMH guidelines; and 8. Performing one of the following activities that does not involve 	<ul style="list-style-type: none"> • Complete initial and periodic training provided by HCBS provider agency; and • Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p> <p>Individuals transporting individuals must be 18 years of age or older, pass a criminal background check; and must have a valid driver's license and proof of insurance; and</p> <p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	
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<p>SUPPORTED HOME LIVING</p>	<p>interacting face-to-face with an individual: o shopping for the individual;</p> <ul style="list-style-type: none"> • Planning or preparing meals for the individual; • Housekeeping for the individual; • Procuring or preparing the individual's medication; or • Securing transportation for the individual. <p style="text-align: center;">Home and Community-Based Settings must:</p> <p>Be integrated in and support full access to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community, to the same degree of access as individuals not receiving Medicaid HCBS.</p> <p>Be selected by the individual from among setting options including non-disability specific settings and an option for a private unit in a residential setting.</p> <p>Ensure rights of privacy, dignity and respect, and freedom from coercion and restraint.</p> <p>Optimize, but not regiment, individual initiative, autonomy, and independence in making life choices, daily activities, physical environment, and with whom to interact.</p> <p>Facilitate individual choice regarding services and supports, and who provides them.</p>		
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<p>ASSISTED LIVING</p>	<p>Assisted Living services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>Assisted Living Services has a daily rate and is inclusive of the following:</p> <ul style="list-style-type: none"> • 24-hour on-site response staff to meet scheduled or unpredictable needs in a way that promotes maximum dignity and independence, and to provide supervision, safety, and security. • Interacting face-to-face with an individual to assist the individual with activities of daily living including: <ul style="list-style-type: none"> ○ bathing; ○ dressing; ○ personal hygiene; ○ eating; ○ meal planning and preparation; and ○ housekeeping 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; • Have at least three personal references from persons not related within three degrees of consanguinity that evidence the ability to provide a safe and healthy environment for the individual(s) to be served; • Complete initial and periodic training provided by HCBS provider agency; and • Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p>	<p>\$28.32 Per Day</p>
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<p>ASSISTED LIVING</p>	<ul style="list-style-type: none"> • Assisting the individual with ambulation and mobility; • Personal care, homemaker, and chore services; • Reinforcement of specialized rehabilitative, habilitative or psychosocial therapies; • Medication oversight; and • Therapeutic, social, and recreational programming. <p>Assisted Living services are supportive and health-related residential services provided to individuals in settings licensed by the State under Title 40, Social Services and Assistance, Part 1, Department of Aging and Disability Services, Chapter 92, Licensing Standards for Assisted Living and certified by the State of Texas. Assisted Living services are necessary, as specified in the individual's IRP, to enable the individual to remain integrated in the community and ensure the health, welfare, and safety of the individual in accordance with 42 CFR § 441.710. Assisted Living Services must also meet federal HCBS Settings requirements.</p> <p style="text-align: center;">Home and Community-Based Settings must:</p> <p>Be integrated in and support full access to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community, to the same degree of access as individuals not receiving Medicaid HCBS.</p> <p>Be selected by the individual from among setting options including non-disability specific settings and an</p>	<p>Individuals transporting individuals must be 18 years of age or older, pass a criminal background check; and must have a valid driver's license and proof of insurance; and</p> <p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	
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<p>ASSISTED LIVING</p>	<p>option for a private unit in a residential setting.</p> <p>Ensure rights of privacy, dignity and respect, and freedom from coercion and restraint.</p> <p>Optimize, but not regiment, individual initiative, autonomy, and independence in making life choices, daily activities, physical environment, and with whom to interact.</p> <p>Facilitate individual choice regarding services and supports, and who provides them</p>		
<p>SUPERVISED LIVING</p>	<p>Supervised Living services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>Supervised Living Services has a daily rate and is inclusive of the following:</p> <ul style="list-style-type: none"> • Enabling social interaction and 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; • Have at least three personal references from persons not related within three degrees of consanguinity 	<p>\$132.41 Per day</p>

<p>SUPERVISED LIVING</p>	<p>participation in leisure activities;</p> <ul style="list-style-type: none"> • Helping the individual develop daily living and functional living skills; • Providing individuals with personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene) and functional living tasks; • Assistance with planning and preparing meals; transportation or assistance in securing transportation; • Assistance with ambulation and mobility; • Reinforcement of specialized rehabilitative, habilitative or psychosocial therapies; • Transportation; and • Assistance with medications based upon the results of an RN assessment; the performance of tasks delegated by a RN in accordance with the Texas Board of Nursing rules as defined by Title 22 of the Texas Administrative Code, Part 11, Chapter 225; and supervision of the individual's safety and security. <p>This service may be provided to individuals in one of two modalities:</p> <ol style="list-style-type: none"> 1. By providers who are not awake during normal sleep hours but are present in the residence and able to respond to the needs of individuals during normal sleeping hours; or 2. By providers assigned on a shift schedule that includes at least one complete change of staff each day. Type and frequency of supervision is determined on an individual basis based on the level of need for each individual. 	<p>that evidence the ability to provide a safe and healthy environment for the individual(s) to be served;</p> <ul style="list-style-type: none"> • Complete initial and periodic training provided by HCBS provider agency; and • Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p> <p>Individuals transporting individuals must be 18 years of age or older, pass a criminal background check; and must have a valid driver's license and proof of insurance; and</p> <p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	
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<p>HOST HOME / COMPANION CARE</p>	<p>Host Home/Companion Care services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>Host Home/Companion Care has a daily rate and is inclusive of the following:</p> <ul style="list-style-type: none"> • Enabling social interaction and participation in leisure activities; • Helping the individual develop daily living and functional living skills; • Providing individuals with personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene) and functional living tasks; • Assistance with planning and preparing meals; transportation or assistance in securing transportation; • Assistance with ambulation and mobility; • Reinforcement of cognitive training 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; • Have at least three personal references from persons not related within three degrees of consanguinity that evidence the ability to provide a safe and healthy environment for the individual(s) to be served; • Complete initial and periodic training provided by HCBS provider agency; and • Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p> <p>Individuals transporting</p>	<p>\$74.16 Per Day</p>
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<p>HOST HOME / COMPANION CARE</p>	<p>or specialized mental health therapies/activities</p> <ul style="list-style-type: none"> • Transportation; and • Assistance with medications based upon the results of an RN assessment; the performance of tasks delegated by a RN in accordance with the Texas Board of Nursing rules as defined by Title 22 of the Texas Administrative Code, Part 11, Chapter 225; and supervision of the individual's safety and security. <p>Host home/companion care is provided in a private residence meeting HCBS requirements by a host home or companion care provider who lives in the residence.</p> <p>In a host home arrangement, the host home provider owns or leases the residence.</p> <p>In a companion care arrangement, the residence may be owned or leased by the companion care provider or may be owned or leased by the individual.</p> <p>No more than three HCBS-AMH individuals may live in the host home/companion care arrangement.</p> <p>Host home/companion care is the only HCBS-AMH service that allows a relative to be the provider. A family member, court-appointed guardian, or LAR is eligible to provide Host Home/Companion Care if they meet the necessary provider requirements as outlined in the HCBS-AMH Provider Manual. For the purposes of the HCBS-AMH program, an individual's spouse is not eligible to provide host/home companion care services to the individual.</p>	<p>individuals must be 18 years of age or older, pass a criminal background check; and must have a valid driver's license and proof of insurance; and</p> <p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	
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<p>SUPPORTED EMPLOYMENT / EMPLOYMENT ASSISTANCE</p>	<p>Supported Employment Service Definition: Provides individualized services to sustain individuals in paid jobs in regular work settings, who, because of disability, require support to be self-employed, work from home, or perform in a work setting at which individuals without disabilities are employed.</p> <p>Billable Supported Employment Activities and Services The only billable activities for HCBS-AMH supported employment are:</p> <ol style="list-style-type: none"> 1. Employment adaptations, supervision and training related to an individual's disability; 2. Assisting the individual with transportation needs which include: <ul style="list-style-type: none"> • developing the individual's transportation plan; • training the individual on how to travel to and from the job; and • securing transportation for or transporting an individual, as necessary, to assist self-employment, work from home or perform in a work setting; 3. Participating in a service planning team meeting; 4. Orienting and training the individual in work-related tasks; 5. Training or consulting with employers, coworkers or advocates to maximize natural supports; 6. Monitoring job performance; 7. Communicating with managers and supervisors to gather input and plan training; 8. Communicating with company personnel or support systems to ensure job retention; 9. Training in work-related tasks or behaviors to ensure job retention (for example, grooming or behavior 	<p>Direct Service Provider: An individual provider must be at least 18 years of age and meet one of the following qualifications:</p> <ul style="list-style-type: none"> • Have a bachelor's degree in rehabilitation, business, marketing, or a related human services field, and one year's paid or unpaid experience providing employment services to people with disabilities; • Have an associate degree in rehabilitation, business, marketing, or a related human services field, and two years paid or unpaid experience providing employment services to people with disabilities; or • Have a high school diploma or Certificate of High School Equivalency (GED credentials), and three years paid or unpaid experience providing employment services to people with disabilities. 	<p>\$23.46 per hour of billable services</p>
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<p>SUPPORTED EMPLOYMENT / EMPLOYMENT ASSISTANCE</p>	<p>management);</p> <ol style="list-style-type: none"> 10. Setting up compensatory strategies; 11. Assisting the individual to report earned income to the Social Security Administration and the Texas Health and Human Services Commission; 12. Assisting the individual to develop a method for ongoing income reporting and for staying informed about the impact of the individual's earnings on cash, Medicaid and other benefits; 13. Assisting the individual to utilize work incentives to maintain needed benefits and continue to access needed supports and services; 14. Assisting the individual with career advancement; 15. Assisting the individual to develop assets and obtain self-sufficiency through work; 16. Training or consulting in work-related tasks or behaviors, such as support for advertising, marketing and sales; 17. Training or consulting with paid or natural supports (accountants, employees, etc.) who are supporting the individual either short-term or long-term in managing the business; 18. Problem-solving related to company personnel or support systems necessary to run the business effectively and efficiently; 19. Assistance with bookkeeping, marketing and managing data or inventories; 20. Assisting the individual with development of natural supports in the workplace; 21. Helping the individual attend school and providing academic 		
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<p>SUPPORTED EMPLOYMENT / EMPLOYMENT ASSISTANCE</p>	<p>supports, when that is their preference;</p> <ol style="list-style-type: none"> 22. Coordinating with employers or employees, coworkers and customers, as necessary; 23. Assisting individuals in making informed decisions about whether to disclose their mental illness condition to employers and coworkers; and 24. Providing follow-along services for as long as the individual needs and desires them to help the individual maintain employment. Follow-along may include periodic reminders of effective workplace practices and reinforcement of skills. <p>Employment Assistance Service Definition:</p> <p>Employment Assistance services consist of developing and implementing strategies for achieving the individual's desired employment outcome, including more suitable employment for individuals who are employed. Services are individualized, person-directed, and may include:</p> <p>Billable Employment Services include:</p> <ol style="list-style-type: none"> 1. Identifying an individual's employment preferences, job skills and requirements for a work setting and work conditions; 2. Locating prospective employers offering employment compatible with an individual's identified preferences, skills and requirements; 3. Contacting a prospective employer on behalf of an individual and negotiating the individual's employment; 4. Assisting the individual with transportation needs, which include: 		
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<p>SUPPORTED EMPLOYMENT / EMPLOYMENT ASSISTANCE</p>	<ul style="list-style-type: none"> • developing the individual's transportation plan; • training the individual on how to travel to and from a job; • securing transportation for or transporting an individual, as necessary, to assist the individual to obtain a job; and • transporting the individual to help the individual locate paid employment in the community; <ol style="list-style-type: none"> 5. Participating in service planning team meetings, including those with the Department of Assistive and Rehabilitative Services or, for individuals under age 22, with the individual's school district; 6. Exploring options related to wages and employment outcomes (including self-employment outcomes); 7. Exploring the individual's interests, capabilities, preferences and ongoing support needs; 8. Exploring the extended services and supports required at and away from the job site that will be necessary for employment success; 9. Observing the individual's work skills and behaviors at home and in the community; 10. Touring current or potential work environments with the individual; 11. Assisting the individual to understand the impact of work activity on his/her services and financial supports; 12. Assisting the individual to utilize work incentives to maintain needed benefits; 13. Collecting personal and professional reference information; 14. Assessing the individual's learning style and needs for adaptive technology, accommodations and on-site supports; 		
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<p>SUPPORTED EMPLOYMENT / EMPLOYMENT ASSISTANCE</p>	<ol style="list-style-type: none"> 15. Assessing the individual's strengths, challenges and transferable skills from previous job placements; 16. Identifying the individual's assets, strengths and abilities; 17. Identifying negotiable and non-negotiable employment conditions; 18. Identifying targeted job tasks the individual can perform or potentially perform; 19. Identifying potential employers or self-employment options; 20. Training related to an individual assessed need specific to his/her employment preferences, job skills and requirements for a work setting and work conditions; 21. Writing resumes and proposals to assist in placement; 22. Contacting employers and developing individual jobs; 23. Performing a job analysis to determine if a potential job meets the individual's interests, capabilities, preferences and ongoing support needs; 24. Assisting the individual with job applications, pre-employment forms, practice interviews, and pre-employment testing or physicals; 25. Accompanying the individual to interviews; 26. 26. Negotiating aspects of the individual's employment with prospective employers; and 27. Educating the employer about the Work Opportunity Tax Credit and other employer benefits. <p>For self-employment, services may additionally include:</p> <ul style="list-style-type: none"> • Supporting the individual in work-related tasks or behaviors, such as advertising, marketing, sales, accounting, and obtaining licenses 		
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SUPPORTED EMPLOYMENT / EMPLOYMENT ASSISTANCE	<p>and registrations;</p> <ul style="list-style-type: none"> • Training or consulting with paid or natural supports (accountants, employees, etc.) who will be supporting the individual either short-term or long-term in managing the business; and • Setting up services to address long-term supports that will be necessary to sustain the business. 		
TRANSPORTATION	<p>Service Description: Transportation is provided to the individual. HCBS-AMH providers and direct staff may not bill for service time spent transporting an HCBS-AMH participant when the transportation is related to or a part of another HCBS-AMH service such as Supported Home Living or Employment Services. HCBS-AMH transportation is provided in accordance with program policies and procedures and billing guidelines.</p>	<p>Direct Service Provider:</p> <ul style="list-style-type: none"> • Must be 18 years of age or older; • Valid driver's license; • Proof of insurance; and • Pass a criminal background check 	\$0.50 per mile

Timeline

June 1, 2019	RFA Issued
Continuous	Open RFA
Continuous	Q & A Period Open
Continuous	Release of Official Response to Questions

General Provisions

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

1. RFA PACKAGE

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 include all forms provided by EHN, completed in their entirety and signed by an authorized representative by original signature. 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. Proposals may be withdrawn at any time prior to the official opening. All financial offers 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 should 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.

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 with the terms, conditions, and specifications.

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

3. PROPOSER’S RESPONSIBILITY

The preferred proposer will:

- Demonstrate continuous operation of their business for services requested under this RFA for a minimum of 2 years;
- Demonstrate adequate financial resources or the ability to obtain such resources as applicable by law;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders that may be required in performing the services requested under this RFA;
- Demonstrate a satisfactory record of performance for the services requested under this RFA; and
- Demonstrate a satisfactory record of integrity and ethics.

4. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to: (1) Reject any or all proposals in whole or in part received by reason of this

[Request for Application | Home and Community Based Services \(HCBS\)](#)

Emergence Health Network | June 1, 2019 | RFA #19-002

Confidential document. Do not disclose without written permission from Emergence Health Network

RFA and may discontinue its efforts in seeking proposals or execution of a resulting contract for any reason or no reason whatsoever. EHN reserves the right to accept or reject all or any part of the proposal, waive technicalities, or to award by item or by the total proposal; (2) Proposals may be rejected for any of (but not limited to) the following:

- 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.
- f. Proposals received after the date and hour set for proposal opening

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer/bidder to review the entire RFA packet and to notify 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 later than the close of the third business day following the submission deadline. Vendors are to propose as specified herein or propose an approved equal/substitutes.

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's Purchasing Manger prior to the Question Deadline in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will complete and submit the attached deviation form (Appendix B) should proposer require any exceptions to the conditions of the proposal. If no deviations 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 reserves 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 Free on Board (F.O.B.) destination. If otherwise, show the exact cost to deliver. The proposal will be either in a lump sum or unit prices. The net price will be delivered to 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. Price should be itemized.

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 the 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 as determined by the Purchasing Manager due to a justifiable cause or a force beyond contractors' control.

9. TAX EXEMPTION

Pursuant to Texas law, EHN, a governmental agency, qualifies for exemption from sales, excise, and use taxes. In accordance with Texas law, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from tax.

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 the following: 1) is duly authorized to render the proposal; 2) is duly authorized to sign the proposal sheets and contract under the terms and conditions of this Proposal; 3) to bind the Proposer thereto; and, 4) clearly 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-EVALUATION CRITERIA AND FACTORS

An award will be offered to the responsible proposer whose proposal is determined to be the "Best Value Standards" and demonstrates the best ability to fulfill the requirements set forth in an RFA. 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.

A proposer whose proposal does not meet the mandatory requirements set forth in this RFA/IFB 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 any

resultant contract.

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental entity for purposes of the Texas Public Information Act (TPIA), 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 acknowledges that any and all information submitted to EHN is subject to disclosure to third parties as per the requirements of the TPIA.

14. RESULTANT CONTRACT

Any resultant contract shall be executed by both parties before taking effect. The contract documents shall consist of the contract, any addenda or amendments thereto, the general and special provisions, the drawings, proposal package and any addenda issued, and any change orders issued during the work.

The contracts to be entered between EHN and those whose proposals are accepted shall include, in addition to additional terms as agreed to by the parties, the following provisions.

The term "Contractor" as indicated below shall mean vendor or any other term which describes the awardee.

Governing Law and Venue

Contractor acknowledges that EHN is a governmental agency established under the laws of the State of Texas. The parties agree that this contract is governed by the laws of the State of Texas. The venue for any legal claim shall be proper in the federal or state courts in El Paso County, Texas.

Texas Tort Claims Act

Contractor acknowledges that EHN is a governmental agency and subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. Nothing in this Agreement shall be construed as a waiver of the rights or immunities available to EHN under the Texas Tort Claims Act.

General Conditions and Stipulations

- a. **Indemnification and Worker's Compensation.** Contractor shall defend, indemnify and hold harmless EHN, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Contractor's acts or omission in the performance of the duties required under the Agreement. Contractor acknowledges that EHN, as a governmental agency cannot indemnify third parties as per the requirements of Texas law.
- b. **Independent Contractor.** It is agreed nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto. Further, nothing in this agreement shall be construed as establishing Contractor as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. Contractor represents it has or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims

whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, or employees shall in no way be the responsibility of EHN. Such personnel or other persons employed by Contractor shall not be entitled to any compensation, rights or benefits of any kind available to EHN employees, including, without limitation, medical and hospital care, sick and vacation leave, worker's compensation, unemployment compensation, disability, or severance pay.

Right to Terminate

EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days' written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if EHN should substantially fail to perform its responsibilities as provided herein.

Additionally, EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. EHN may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, EHN would receive a better rate for the same service.

However, EHN can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the EHN's notification to the Contractor.

This Agreement may be suspended or canceled without notice, at the option of the Contractor, if the Contractor or EHN's premises or equipment are destroyed by fire or other catastrophes, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

Liability for Loss and Damages

Any damages by the Contractor to an EHN facility including equipment, furniture, materials or other EHN property, will be repaired or replaced by the Contractor to the satisfaction of EHN at no cost to EHN. EHN may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

Computer Software Management Memo

Contractor certifies that it has appropriate systems and controls in place to ensure that EHN funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Liability for Nonconforming Work

All work provided by the Contractor shall conform to the latest requirement of federal, state, and local regulations. The contractor is responsible for compliance with all applicable laws, codes, rules, and regulations in connection with work performed under this agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, EHN, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing EHN for any additional expenses incurred to cure such defects.

Subcontractor/Consultant Information

The contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify EHN in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, EHN, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

Extension of Term

If it is determined to be in the best interest of EHN, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for an extended period at the rates specified in the original Agreement. The agreement shall not be set for auto renewal.

Prohibition on Contracts with Companies Boycotting Israel

Pursuant to Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Merger Acquisitions

Pursuant Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel during the term of this Agreement.

Medicaid Vendor List

Pursuant to requirements of the U.S. Department of Health and Human Services, Office of Inspector General, Contractor represents and warrants that none of its employees have been excluded from participating in federally funded health care programs and that they are not listed on the List of Excluded Individuals and Entities.

Monitoring Performance

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

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 Agreement 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. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the 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 the 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.

19. PROPOSAL IDEAS AND CONCEPTS

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

20. 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. Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." EHN will make every effort to protect these papers from public disclosure as outlined in Texas Local

Government Code, Section 262.030(c).

21. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed proposal prior to the Submission Deadline provided the request for withdrawal is submitted to EHN in writing.

22. 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 a cost which may be obtained against EHN resulting from Proposer's operations under this contract.
- b. 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 hereinabove 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.
- c. A successful proposer may be required to post a payment and/or performance bond pursuant to Texas Government Code Chapter 2253. 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 the 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.

23. 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 ensuring 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 the 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 the successful proposer to EHN.

Insurance is to be placed with insurers having the 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 the 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.

Emergence 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.

24. 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.

25. MANDATORY DISCLOSURE

Texas law requires the following disclosures by vendors: Conflict of Interest Disclosure Reporting (required of all vendors responding to the RFA) 20 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form "Appendix E), in which the vendor must disclose any covered affiliation or business relationship with EHN personnel that might cause a conflict of interest with a local government entity. The EHN appointed officials and employees listed in Appendix G will award or make recommendations for the awarding of a contract. By law, a completed questionnaire must be filed with EHN. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this IFB/RFA.

26. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a response to this IFB/RFA, 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, of 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 of 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.

No EHN appointed 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

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.

29. 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.

30. ACCURACY OF DATA

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

31. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract 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.

32. 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.

33. 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 RFA 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 the 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, used or promised to use a consultant that has participated in the development of the specific criteria for the award of this prospective contractor 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 participation in any federally funded health care programs or otherwise listed on the List of Excluded Individuals and Entities maintained by the U.S. Department of Health and Human Services, Office of Inspector General; 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; and
- 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 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws, including, but not limited to the requirements of Texas Health and Human Services as stated within their Data Use Agreement.
- 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

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

Section II

Procurement Protocols & RFA Response Package Instructions

Notice to Interested Parties

Sealed Proposals will be received at Emergence Health Network, 9609 Carnegie Ave., El Paso, Texas 79925. Email attachments shall not exceed 150 MB per email. Email to: rfp@ehnel Paso.org Please submit one (1) original hard copy in addition to an electronic copy in PDF format. Electronic copies must reflect the original hard copy.

Proposals must be in a sealed envelope and marked:
Subject line of the email must state:
"Home and Community Based Services (HCBS) RFA # 19-002"

Response & Communication Protocols

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnel Paso.org. 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. Questions received after deadline will be addressed as soon as possible

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; Procurement.

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.

Responses must follow the prescribed format detailed in this section in order to be accepted.

Response Package Components

Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFA. Technical literature about the Proposer's experience and qualifications may be included. However, emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible.

Organizations and Format

Proposers need to organize their proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented, with the Section Number listed.

- EHN Signature Page (Appendix A)
- Transmittal Letter and all other Required Forms.
- Summary of Proposal. (Including Pricing Structure)

Responses to this RFA must include the following components:

TRANSMITTAL LETTER

In Section II of the proposal, the Proposer must submit a transmittal letter that accomplishes the following:

- Identifies the Proposer.
- A commitment by the company to provide the services required by EHN.
- States the proposal is firm and effective until the effective date of the plan.
- Is signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each Proposer must sign the transmittal letter.
- Evaluator shall provide a statement of expertise and experience in performing a targeted similar regional study.
- Include a statement of acceptance of the terms and conditions of the contract resulting from this RFA. If a Proposer takes exception to any of the proposed benefits, terms and conditions stated in this RFA, those exceptions must be noted in the appropriate section of the response.

INSURANCE COVERAGES

Proposers must have insurance coverages as noted elsewhere in this RFA. Certificates of insurance must be provided immediately after notice of award or include with the RFA.

SUMMARY OF PROPOSAL

- A brief statement as to why the provider is uniquely qualified to provide evaluation services to EHN.
- A brief summary highlighting the most important points of this proposal.
- Pricing structure as indicated in RFA.
- Detail your company's overall qualification and abilities to handle the specific items addressed in the response section of this RFA.
- Along with narrative detailing the qualifications of your company, please list the qualifications, physical location, and background of the personnel who will be directly involved with this

account.

- Provide a statement that criminal background checks have been conducted, or will be conducted prior to the start of services, on all employees who will be working on the EHN account. It shall be the provider's responsibility to provide for the safety of workers and the public in compliance with the requirements of insurance and public health and safety. Emergence Health Network requires all workers on-site to have a company badge and to sign in at each facility they are performing work at. A State level background check with the Texas Department of Public Safety to also include Sex offender and fingerprinting data must be completed and turned into the Department of Human Resources prior to working on EHN sites. EHN has the right to remove workers who are not in compliance with these safety requirements.
- If applicable provide a list of all your current group health governmental clients along with contact, number of employees, and years of service.
- If applicable proposer must disclose if it is involved in any current or pending litigation. Disclosure will NOT be grounds for automatic disqualification of Offeror; however, failure to disclose will be grounds for termination and seeking of remedies allowed by law or equity

FINANCIAL CONSIDERATION

Include a copy of your latest annual report or other comparable documentation (Financial Statement). As evidenced by the financial information requested of each contractor, indication that the contractor, or contractors, are financially stable and able to provide related services in its entirety.

CUSTOMER REFERENCES

Provide a minimum of three (3) customer references similar to the goods or services sought under this RFA.

References from at least three (3) different individuals are required to satisfy the requirement above. Contractor shall submit with this proposal a list of at least three (3) references that pertain to this type of service or similar project performed by the firm, preferably for government agencies. Include the name of the firm, the name of the representative, address, telephone number, email address.

NOTE: EHN will not accept late references or references submitted by any means other than that which is described above. EHN will not review more than the number of required references indicated above.

EHN reserves the right to confirm and may consider clarification responses in the evaluation of references. EHN is under no obligation to clarify any reference information.

TERM

The agreement for services shall be for the term of one (1) year, commencing from the date the agreement is approved by the Emergence Health Network Board of Trustees, subject to certain conditions, with the ability to extend the agreement for up to two (2) additional years at EHN's sole discretion.

PROPOSAL PRICING

Pricing is subject for authorized services and/or to 100% of the Medicaid reimbursement rates. Net rates for HCBS are found in the scope section of this RFA in which EHN has applied a 10% processing and administrative fee. If applicable pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for an explanation. EHN will select and

award the products and services that best meet its needs.

ADDITIONAL REQUIRED FORMS

The Appendices and Addendums A through E in this RFA include: (Please utilize the attached forms to identify the following)

Appendix A: EHN Signature Page

Appendix B: Deviation Form

Appendix C: HUB Subcontracting Plan

Appendix D: Conflict of Interest Questionnaire

Appendix E: Certification Regarding Lobbying

Appendix F: EHN appointed officials and employees

REVIEW PROCESS AND EVALUATION CRITERIA

This RFA is not intended to favor any vendor. After an initial evaluation of RFA responses, discussions/interviews may be held as deemed necessary by EHN. Subsequently, recommendations will be made to the Associate Chief Executive Officer (ACEO), who will, in turn, present the recommendation to the CEO and the Emergence Health Network Board of Trustees.

- **Proposed Services - Category Weight 30%**
 - Program concept and structure
 - Service objectives and methodology
 - Thoroughness in evaluation practices (benchmarks)
 - Access to clinical supervision
 - Quality of Services
- **Risk Profile – 30%**
 - Process in place for evaluation of services provided including quality of services, satisfaction of contracting entities and customers.
 - Evidence of follow-up improvement activities based on results of evaluations.
 - Evidence of in-service staff training: topics, frequency, mode.
 - Stable workforce evaluated on turnover and tenure reports.
 - Retention efforts identified.
 - Provisions for confidentiality of calls and information
- **References – Category weight 10%**
 - Names, telephone numbers, emails and addresses of at least three business references
 - References if available from similar non-profit entities in Texas
 - Issues that will be addressed include contract performance
- **Financial Viability - Category Weight 10%**
 - Company must prove viability and sustainability for the entire term of the contract
- **Background of Firm- Category Weight 20%**
 - Provide qualification and experience in providing services as described in RFA
 - Years in business and qualifications
 - Experience providing similar services for government agencies
 - Accreditation, achievements, and licensure

BEST AND FINAL OFFER (BAFO)

EHN reserves the right to return to the Offeror(s) remaining in the competitive range to request a BAFO proposal based on one or more components of the initial proposal.

GLOSSARY

REFERENCES:

Texas Health and Human Services (HCBS)

Home & Community-Based Services 1915(c) | Medicaid.gov

ACRONYMS:

ADLS - Activities of Daily Living (ADLs) and instrumental activities of daily living (IADLs) are included

AMH - Adult Mental Health (AMH)

CEO - Chief Executive Officer

CIT – Crisis Intervention Team

DSHS – Department of State and Health services

EHN – Emergence Health Network

FOB – Free on Board

HCBS - Home and Community Based Services

HIPAA – Health Insurance Portability and Accountability Act

IADLs – Instrumental Activities of Daily Living

LAR - Legally Authorized Representative

LTPH - Long Term Psychiatric Hospitalization

PHI – Protected Health Information

RDA - Recommended Dietary Allowance

RN – Registered Nurse

SB – Senate Bill

TAC – Texas Administrative Code

TPIA - Texas Public Information Act

Appendix A

HOME AND COMMUNITY BASED SERVICES (HCBS) RFA #19-002
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 submit the application to rfp@ehnel Paso.org in a PDF format. Electronic copies must reflect the original hard copy.**

EHN SIGNATURE PAGE

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 application is made in accordance with the Application Documents.

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*****



Appendix B

DEVIATION FORM

All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective vendor assures EHN of their full agreement and compliance with the Specifications, Terms, and Conditions.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective vendor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. **(Attachment B)**

THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION

SPEC # / Section # / Page #	DEVIATION(S)

Independent Contractor/Firm

Authorized Signature

Date

Appendix C



HUB SUBCONTRACTING PLAN HISTORICALLY UNDERUTILIZED BUSINESS

(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR TO IDENTIFY SUB-VENDORS SELECTED FOR WORK ON THE CONTRACT)

Vendor _____

Vendor Identification Number: _____

Address: _____

Phone: _____ - _____ - _____ Bid/Proposal Number: _____

Contract Amount: _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier:

Address: _____

Phone: _____ - _____ - _____

Is the subcontractor a certified HUB? _____ Yes _____ No

If yes, enter the GSC Certificate (VID) number: _____

Dollar amount of contract with subcontractor /supplier: \$ _____

Percentage amount of contract with subcontractor /supplier: % _____

Description of materials/services performed under agreement with the subcontractor for the amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER

Appendix D

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor or other person doing business with a local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p> <p>RFA #19-001</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p>Name of Officer _____</p> <p>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.</p> <p>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?</p> <p style="text-align: center;">Yes No</p> <p>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?</p> <p style="text-align: center;">Yes No</p> <p>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?</p> <p style="text-align: center;">Yes No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>_____ Signature of the person doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

Appendix E

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 sub-awards 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

Appendix F



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

RE: RFA #19-001 LOCAL PLANNING NETWORK DEVELOPMENT (LPND)

Dear Applicant:

All applicants 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 filling out the Questionnaire, the following are EHN Officers that will award the proposal and the employees which will make a recommendation:

EHN Officers:

David Driscoll, Chair
David Stout, Vice-Chair
Dr. Peter M. Thompson, Secretary
Rick Myer, Ph.D., Trustee
Thomas Goldfarb, Trustee
Joyce Wilson, Trustee
Alexsandra Annello, Trustee

EHN Employees:

Kristen Daugherty, CEO
Ashley Sandoval, Associate CEO
Rene Hurtado, Chief of Staff
Rene Navarro, Chief Compliance Officer
Tewiana Norris, Chief Nursing Officer
Chrystal Davis, Chief Clinical Officer
Marcelo Rodriguez-Chevres, MD, CMO, ODD Psychiatry
Juan Gonzalez- CIO
Carol Thornburg DO- CMO Substance Abuse
Erin Silva, Purchasing Manager