



Request for Proposal RFP #25-001 Pharmacy Services

Anticipated Schedule of Events

December 16, 2024	RFP Issued
January 3, 2025	Q & A Period Closes
January 13, 2025	Release of Official Response to Questions
January 27, 2025	RFP Due
March 20, 2025, Tentative	Committee Review
March 27, 2025, Tentative	Board Review and Approval

Request for Proposal RFP #25-001 Pharmacy Services

Prepared for Emergence Health Network

Table of Contents

I. General Information

Background Information and Services to be Provided	3
Proposed Evaluation Timeline	12
General Provisions	16

II. Procurement Protocols & RFP Response Package Instructions

Response & Communication Protocols	11
Response Package Components	11
Response Timelines	12
Appendix A: EHN Signature Page	30
Appendix B: Deviation Form	31
Appendix C: HUB Subcontracting Plan	32
Appendix D: Conflict of Interest Questionnaire	33
Appendix E: Certification Regarding Lobbying	34
Appendix F: EHN Appointed Officers and Employees	35
Appendix G: Checklist	36
Appendix H: Acronyms.....	37
EHN	38

General Information

Emergence Health Network Information

Emergence Health Network (EHN) (“CENTER”) 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 (EHN) provides person-centered health care for El Paso and the surrounding communities with a specialty in aiding individuals with behavioral health, intellectual or developmental disabilities, and related conditions.

COMMON PURPOSE

We empower our community by delivering exceptional care to enhance well-being.

INSPIRE CHANGE STANDARDS

- Safety – We promote a safe place where we strengthen the well-being of our community
- Connection – We build relationships to help promote belonging, understanding and empowerment
- Innovation – We embrace change through creative approaches to help ourselves and our clients grow
- Efficiency – We streamline moments that matter to create high-quality, sustainable results

1. GOALS

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

2. OBJECTIVES

Emergence Health Network desires to secure a contract with a Proposer that is able to guarantee excellent customer service, in addition to the services that are listed within this proposal.

Emergence Health Network’s goal is to implement an On-site Pharmacy that can have a positive impact on cost reduction while improving clinical outcomes.

3. SCOPE

Contractor will provide a full-service pharmacy to the individuals served by Center programs in a seamless, comprehensive in-house pharmacy system, to be built into existing locations at 2400 Trawood Suite 303 El Paso Texas 79936 and 1600 Montana El Paso Texas 79901, at the contractor’s expense, with a lease agreement to be priced at Fair Market Value (FMV) of the space being used to the Center. The contractor can complete on-site construction within four months of executing the contract.

ON-SITE PHARMACY & PHARMACY SUBLEASE SPACES (Vendor awarded contract will plan, prepare, and provide all equipment, supplies and tools necessary to supply a fully functioning pharmacy at two on-site pharmacy locations.

- a. One (1) on-site pharmacy sublease space will be located at East Valley Outpatient Clinic at 2400 Trawood, El Paso Texas 79936, Suite 303, approximately 378 square feet, \$567.00 monthly rent;
- b. One (1) on-site pharmacy sublease space will be located at 1600 Montana, El Paso Texas 79901, suite 103, approximately 308 square feet, \$493.82 monthly rent.

Satellite Clinic Locations:

- Restorative Justice Clinic: 10737 Gateway Blvd. W., Suite 250 El Paso, TX 79925
- Dayhab: 1477 Lomaland Dr., El Paso, TX 79925
- Extended Observation Unit: 1601 E. Yandell, El Paso, Texas 79903 (with first dose solution)
- Residential (group homes): 5713 Bagdad Way, El Paso, TX 79924 and 8824 Norton St., El Paso Texas 79904 (with first dose solution at 8824 Norton Street)

Specifications

4. REQUIREMENTS

4.1 The contractor will provide all personnel, equipment (including computer, printer, data and telecommunications services, and any other equipment required), supplies, and all other items needed to run an on-site pharmacy. The contractor will provide all the services delineated herein Monday through Friday during normal business hours (0800-1700), with some flexibility to offer extended hours in the evening and at the weekend.

4.2 How will the contractor ensure the EOU is stocked after hours? Will the contractor ensure 24-hours units are stocked one (1) hour prior to pharmacy closure in the evening? Please explain your detailed process for ensuring the EOU and other EHN 24-hour units are stocked.

- a) Please explain your detailed process for stocking and maintaining first dose solutions at the Extended Observation Unit as well as at the 8824 Norton Street Residential group home.

4.3 How will the contractor provide emergency & after-hours medication as requested outside of the EOU?

4.4 Will the Contractor have an emergency preparedness plan in place that aligns with Federal Texas State Law and Texas Board of Pharmacy regulations, to ensure that prescription medications can be provided in the event of a widespread emergency? An emergency preparedness plan must be submitted as part of the RFP and annually thereafter if contractor is awarded.

4.5 Will the contractor provide pharmacy services to individuals served by the Center who choose to have their prescriptions filled by the onsite pharmacy?

4.6 For the Center prescribed medications, the Contractor will bill the individual's pharmacy benefit when they have insurance or other 3rd party coverage and will bill the individual served for any copays unless otherwise specified by the Center. The Contractor will collect copays from the individuals served. The Contractor will bill the center when the individual served has no pharmacy benefit and the individual is eligible and authorized by the Center.

4.7 How will the contractor maintain drugs as listed in Exhibit A, which list the pharmaceuticals ordered in the past by the Center? Exhibit A to be updated annually.

4.8 Will the contractor ensure that all medication is labeled in accordance with Federal, Texas State Law, and Texas Board of Pharmacy regulations?

4.9 Will the contractor be able to destroy personal medications returned to the Pharmacy by individuals served, treatment providers, authorized clinic staff (Exhibit B) (on behalf of the clinic), employees (personal medications), and other individuals that utilize the pharmacy for services?

- 4.10 How will the contractor dispense medication in blister packaging when requested by the provider? If an individual requests a medication to be packaged in blister packaging, the individual will be responsible for any additional filling fees.
- 4.11 Will the contractor be able to dispense and administer injectable medication including long act injectables?
- 4.12 Will the contractor participate in Clozapine REMS and be able to dispense Clozapine?
- 4.13 Will a pharmacist be available during regular business hours as a consultant to individuals served, and other relevant Center staff regarding medications, side effects, and food/drug interactions and to provide written medication education material to individuals?
- 4.14 Will the Contractor have the ability to provide, or to have provisions in place to administer Vaccines to all individuals who choose to utilize the Pharmacy. Any individuals who choose to utilize vaccine services will be responsible for any cost.
- 4.15 Will the Contractor provide seamless, comprehensive services at the "Satellite Clinic Locations?"
- a) Medications Ordered before 12:00pm, will be delivered to the satellite pharmacy the same day; for medications ordered after 12:00pm, the delivery will be made the next business day.
 - b) Will a pharmacy technician be "available" or physically present at the satellite location(s)? The pharmacy technician will be flexible to the fluid needs of EHN and be "available" and/or physically present at the satellite location(s)
 - c) The Contractor will be responsible for picking up PAP medications from the "Satellite Clinic Locations" at the time deliveries are made, to be delivered to the main Pharmacy for storage.
 - d) Will the contractor have the ability to dispense medications in blister packaging when specified based on individuals and/or program needs?
 - e) For Centers - prescribed medications, the Contractor will bill the individual's pharmacy benefit when they have insurance or other 3rd party coverage and will bill the individual served for any co-pays unless otherwise specified by the Center. The Contractor will bill the Center when the individual served has no pharmacy benefit and the individual is eligible and authorized by the Center.
 - f) Will the contractor provide necessary equipment to create and maintain Medication Administration Records (MARS) for all individuals- residing in the group homes? Each MARS shall contain the individual's name, known allergies, diagnosis, and current medication list with appropriate directions. All such reports will be provided in accordance with governing laws.
 - g) . The contractor will provide courier services to deliver medications to the group home sites and Center locations.
- 4.16 How will the contractor provide Medications for Others not served by the Center? The contractor will provide pharmacy services to Center staff members, family members of Center staff, families of individuals served, and others as deemed appropriate by the Contractor.
- a) Provide pharmacy services to individuals not served by the Center who choose to have their prescriptions filled by the onsite pharmacy.
 - b) The contractor will bill the individual's pharmacy benefit when they have insurance or other 3rd party coverage. If the individual has no pharmacy benefit, they will be responsible for the prescription's cost.
 - c) A Pharmacist will be available during regular business hours as a consultant to individuals served and their families regarding medications, side effects, and food/drug interactions and to provide written medication education materials to individuals. At no additional charge.
- 4.17 How will the contractor order drugs from designated distributor?
- 4.18 How will the contractor Provide a system to monitor inventory and ensure sufficient supplies of medications to meet the needs of the eligible population?
- 4.19 How will the contractor collaborate with Center management and prescribers to ensure efficient proactive Medicare, Medicare, and Commercial formulary management?

5. PHARMACY OPERATIONS

5.1 Present your historical experience in the opening and management of on-site pharmacies. Include the current number of full-service on-site pharmacies your organization administers. Describe the client you have served the longest with a full-service pharmacy and its scope of services.

5.2 Describe services offered and routinely delivered including delivery, medication counseling and medication tracking.

5.3 Describe services offered and routinely delivered including delivery of over-the-counter medication, first aid, personal care and hygiene, sports nutrition and diet, vitamins, and supplements and durable medical equipment

5.4 Describe your approach to staffing the employee pharmacy. Indicate proposed hours of operation, anticipated weekly hours by pharmacy professionals and how increased/decreased volume and labor costs would be addressed.

5.5 How do you manage your staffing model (i.e. vacations, sick-time, emergencies, etc.)?

5.6 Provide specifications for design and build-out of your pharmacy space. What is your experience working within an existing floor plan? Depict your recommended build-out given the floor plan provided. What costs will be the responsibility of EHN? What costs are covered by your firm?

5.7 Provide information technology, equipment, furniture, and fixture specifications and requirements.

5.8 Describe how the availability of drugs is determined at the pharmacy. Will a full range of acute and maintenance medications be available, or a narrow formulary be defined in advance? What will be the availability (if any) of specialty drugs? Please provide your best practice guidance.

5.9 Describe your formulary and inventory management systems and processes.

5.10 Describe your procurement process.

5.11 Who has accountability for all entity medications received and dispensed?

5.12 Define your prescription compliance and adherence program. How would you partner with health clinic professionals to ensure care gaps are closed and evidence-based procedures are followed?

5.13 Describe your ability to coordinate payments at the pharmacy with the following methodologies:

- a) Credit Card
- b) Debit Card
- c) Check
- d) Coordination of Health Benefits (i.e. HSA Benefit Plan Design Models)
- e) Other

5.14 Describe your procedures for automated record keeping, reporting and linkage to on-site health clinic systems, and health carrier partner systems.

5.15 What is your experience organizing, integrating, and working with pharmacy and therapeutic work groups and committees?

5.16 Discuss (and provide examples of) communication and patient education programs successfully deployed historically.

5.17 Describe your management, licensure, compliance, and data security policies and procedures as well as your involvement in maintaining compliance.

5.18 Provide copies of proof of insurance including amounts.

6. BILLING / PRICING-

6.1 Will the contracted pharmacy Utilize Patient Assistance Programs (PAP), Americares, and other free medications as directed by The Center to decrease the demands on direct Center funding for medications?

6.2 Will you please explain your process on how prior authorizations will be communicated and completed? Please explain your approach to resolution. If you cannot complete a request, explain how this will be communicated to clinic staff and what your turnaround time.

6.3 Does the contracted pharmacy have the ability and /or can ensure the ability to credit and rebill medications as deemed available by carrier source and be able to back bill medications for (90) ninety days from bill date.

6.4 Will the contracted pharmacy be able to match the \$4.00 generic drug programs available through retail pharmacies in El Paso County, Texas

a) Is the contracted pharmacy familiar with, and will utilize, various prescription assistance programs (PAP) including Americares? Can the contracted pharmacy meet the following requirements regarding storage and dispensing of these medications? Please explain how the following requirements will be met by the contracted pharmacy regarding the storage and dispensing of these medications.

b) Please explain how you (contracted pharmacy) review and complete all PAP applications referred to by the Center.

c) Please explain how you (contracted pharmacy) will track, monitor, and report the status of PAP applications to the Center on a weekly basis.

d) The medications will be stored and utilized per program requirements, which include investigating whether the pharmacy can store them.

- Americares/Medications: must be stored separately from all other medications. Proper signage must be displayed stating that those medications are Americares. Medications must only be dispensed to eligible individuals. Center will specify when Americares medications are to be dispensed. Americares medications must be destroyed when medication expired and cannot be returned for credit.

- PAP Medications: Medications must only be dispensed to eligible individuals. The center will specify when PAP medications are to be dispensed.

7. DATA & REPORTING

7.1 Track and report all patients on a PAP to the Center weekly.

7.2 Keep appropriate records on all prescriptions ordered by the Center, and all medications dispensed to individuals served by the Center.

7.3 Maintain computerized patient profiles as required by local and Federal Law. Profiles will include the location the individual is served at.

7.4 The Contractor shall, immediately upon discovery, advise the center of any defective product/recall information, including a list of Center Individuals that have been affected.

7.5 Ability to integrate with Center's EHR Netsmart MYAVATAR with read only access.

7.6 The Contractor shall provide and conduct a monitoring system with the specific goal of improving the quality of services and care provided. Medication errors and omissions shall be provided in a monthly report. All incidents of medication interactions, allergic reactions, contraindications, and duplication of therapy shall be reported to The Center, Chief Medical Officers, and the prescriber on an occurrence basis.

a) The Contractor will participate in the Center's Pharmacy & Therapeutics (P&T) meetings at no additional charge.

b) The Contractor will provide accurate reports to the Center monthly in both Excel and PDF format. The contractor will provide the following reports monthly.

c) All medications filled for individuals served by the Center (excluding employees and their families). The report will include the following information:

- Individual Name
- Individual Date of Birth
- Medication Name
- Medication Dose

- Quantity and Day supply filled
 - Date Filled
- d) Medication adherence reports for individuals served by Center (excluding employees and their families). This report will include the following information:
- Individual Name
 - Individual Date of Birth
 - Medication Name
 - Medication Dose
 - Quantity and Day supply filled
 - Date Filled
- e) Benzo and Controlled Substance reports for individuals served by the Center (excluding employees and their families). This report will include the following information:
- Individual Name
 - Individual Date of Birth
 - Medication Name
 - Medication Dose
 - Quantity and Day supply filled
 - Date Filled
- f) PAP and Americares Utilization reports for individuals served by the Center (excluding employees and their families). This report will include the following information:
- Individual Name
 - Individual Date of Birth
 - Medication Name
 - Medication Dose
 - Quantity and Day supply filled
 - Date Filled
 - AWP Value
- g) Savings Information
- Medication Doses
 - Quantity and Day supply filled
 - Date Filled

7.7 What pharmacy management system/application do you utilize?

7.8 Are you able to connect real-time to transfer pharmacy data to on-site clinic, carrier, TPA systems?

7.9 What views does your system/application provide relative to prior authorization, concurrent review, or appeals? Is the access delayed or real-time?

7.10 Do you maintain eligibility /membership files and if yes, what is the frequency by which they are updated?

7.11 How do you transfer clinical decisions to The Center on-site clinic provider staff?

7.12 Are you able to provide comprehensive views at the member level including all previous, current and pending activities?

7.13 Does the system store all decisions and recommendations for compliance purposes and if so, for how long?

7.14 What standard reports for all pharmacy services are available to The Center (Please provide examples of all)?

7.15 Are all reports able to be provided at the individual client level?

7.16 What measurements are used to reflect program effectiveness?

7.17 How frequently are reports provided (please provide a calendar of activity)?

7.18 Are reports able to be customized? If yes, by which data elements (i.e. location, employment status, job, etc.)?

7.19 Please provide sample reports including inventory, formulary, savings, production, activity and case.

8. BUILDING SECURITY

8.1 Due to the nature of services provided in the facilities, the Contractor and its employees shall be required to comply with any and all building security measures provided by the Center.

8.2 The Contractor is responsible for training their employees in security matters pertaining to the facilities.

8.3 No person shall be allowed to perform services unless they have had a background check. Prior to the start of work, the Contractor must provide written verification that all workers assigned to the On-Site Pharmacy have completed a background check and no factors have been revealed that would make them unsuitable for the activity to be undertaken.

8.4 Neither the Contractor nor their staff shall permit any other individuals to have access to the facility without prior approval of The Center's Executive Director or designee. Anyone not employed by the Contractor will not be permitted in the facility. Unauthorized personnel, such as friends, visitors, or family members that are on site may be cause for cancellation of the Contract.

8.5 When the contractor elects to remove or terminate a worker, within an hour of removal or termination, the worker's assigned keys and/or ID Badge must be returned to the Center's Clinics Operations Manager. Contractor shall remove worker from the Center's account and collect keys/badge from staff that violate access policies and procedures and return to Clinic Operations Manager within (24) twenty-four hours. EHN may also rescind keys, badges, or modify access protocols any time as deems necessary.

8.6 While on site, Contractor and pharmacy staff will follow most current center Covid – 19 protocols.

9. IMPLEMENTATION

9.1 Describe the implementation process. Include a draft project plan based on schedule provided.

9.2 Please provide a description of ongoing operational responsibilities for both your firm as well as The Center.

10. FEES

10.1 Please provide your firm's pricing proposal in detail as it pertains to the price basis for the prescription drugs (i.e. AWP, Maximum-Allowable-Cost (MAC), acquisition cost). Please include, on a per script basis, any dispensing fees, administration fees (per prescription or eligible patient), and/or anticipated sharing of rebates.

10.2 Please provide your per unit pricing as of Q2 on the following:

- a) The Center top 25 drugs by cost
- b) The Center top 25 drugs by volume

1	traZODone hydrochloride
2	hydroxyzine HCl
3	busPIRone
4	Wellbutrin XL
5	Ablify
6	Mirtazapine
7	Lexapro
8	SEROquel
9	ARIPiprazole
10	Vistaril
11	busPIRone HCl
12	Prazosin HCl
13	Gabapentin
14	FLUoxetine HCl
15	buPROPion HCl XL
16	hydrOXYzine Pamoate
17	QUetiapine Fumarate
18	OLANzapine
19	Sertraline
20	Benzotropine Mesylate
21	risperiDONE
22	OXcarbazepine
23	Escitalopram
24	Zoloft
25	Propranolol HCl

10.3 Describe how your firm will reduce prescription drug expenditures for the Center health plan; and
 10.4 Outline any service and/or pricing guarantees your firm is willing to implement.

Procurement Protocols & RFP Response Package Instructions

Notice to Interested Parties

Sealed Proposals, if mailed please mail to: Emergence Health Network, Attention: Purchasing Department, 201 E. Main Suite 600, El Paso, Texas 79901 by Due Date from Timeline, before 3:00 P.M. MST (“Submission Deadline”) Proposals can also be emailed; email attachments shall not exceed 150 MB per email. Email to: RFP@ehnel Paso.org prior to Submission Deadline.

Corporate address:
EMERGENCE HEALTH NETWORK
201 E. Main Suite 600
El Paso, TX 79901
(915) 887-3410
Attention: Purchasing Department

Proposals must be in a sealed envelope and the subject line of the email must state:

“Pharmacy Services - RFP # 25-001”

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 before 3:00 P.M. MST Due Date from Timeline (Q & A Period Closes”) Solicitation number and title must be on the “Subject Line” of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

RFP Timeline

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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.

- Transmittal Letter and all other Required Forms
- Summary of Proposal
- Pricing
- 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
- Appendix G: Solicitation Checklist
- Appendix H: Acronyms

Responses to this RFP 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.
- The proposer shall provide a statement of expertise, qualifications and experience in performing a targeted similar task.
- Include a statement of acceptance of the terms and conditions of the contract resulting from this RFP.
- If a Proposer takes exception to any of the proposed benefits, terms and conditions stated in this RFP, those exceptions must be noted in the appropriate section of the response.

SUMMARY OF PROPOSAL

- A brief statement as to why the provider is uniquely qualified to provide requested services to EHN.
- A brief summary highlighting the most important points of this proposal.

- Detail your company's overall qualification and abilities to handle the specific items addressed in the response section of this RFP.
- 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
- Technical Information and infrastructure requirements - In this section, Emergence Health Network is looking for detailed technical information about your software solution, as well as the infrastructure requirements needed to successfully deploy your application. Please detail the hardware, network, and communication infrastructure requirements and third-party software needed to support your application, as well as any other technical information you deem necessary to understand how to fully deploy and support your application.

OPTIONAL FEATURES, PRODUCTS, AND SUPPLEMENTAL SERVICES

Respondents are encouraged to submit and describe in detail in their Offer optional features, products or services that would benefit EHN but are not part of the minimum requirements of this RFP. Optional features, products, and services, may include additional training, additional maintenance, perpetual software licenses, increased service levels, alternative pricing options, etc. In its Offer, Respondent must describe with specificity any proposed optional features, products, or services. For pricing associated with optional items that exceed the minimum requirements of this RFP, Respondent must include the line-item cost associated with each proposed optional feature, product, or service on a separate Pricing Worksheet titled "Optional Features, Products, and Services".

INSURANCE COVERAGES

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

FINANCIAL CONSIDERATION

Include a copy of your latest annual report, financial statement or other comparable documentation. 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.

QUALITY ASSURANCE

EHN reserves the right under 34 Texas Administrative Code (TAC), §20.509 to evaluate and report vendor performance. EHN may evaluate the contractor's performance based on:

- a. Information prepared by EHN in planning the procurement that assessed the need for the purchase together with the specifications for the good or service and the criteria to evaluate the responses resulting in an award and contract;
- b. Compliance with the material terms of the contract;
- c. Ability to correct instances of contractual non-compliance; and
- d. Other evaluation criteria as deemed necessary.

CUSTOMER REFERENCES

Provide a minimum of three (3) customer references similar to the goods or services sought under this RFP. 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 five (5) years, 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 one (1) year terms at EHN's sole discretion.

PROPOSAL PRICING

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. Contractor Proposal Form and Acknowledgement Form as required herein.

PAYMENTS AND DISCOUNTS

Successful Respondent shall include in their proposal a payment schedule in accordance with the Pricing Worksheet and the contract resulting from this RFP.

Successful Respondent at any time during the term of the contract provides a discount on the final contract costs, Successful Respondent will notify EHN in writing ten (10) calendar days prior to effective date of discount. Respondent must describe in its Offer with specificity the early payment discount offered and the discount percentage that would apply to EHN's early payment.

REVIEW PROCESS

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. EHN may evaluate RFP responses of all or any individual category as many times as deemed necessary by the Evaluation Committee. After an initial evaluation of RFP responses, a short list of competitive proposers will be determined and further discussions/interviews, as deemed necessary by EHN, with the proposers in this competitive range. After discussions/interviews with Proposers in the final competitive range, EHN will negotiate final pricing and schedules for the services and will make a recommendation to the Chief Information Officer, who will, in turn, present the recommendation to the CEO and the Emergence Health Network Board of Trustees.

EVALUATION CRITERIA AND CATEGORY WEIGHTS

ROUND ONE SCORING

1. REQUIREMENTS – 30%
 - All services required – no exception
 - Exceptions without alternative proposal
 - Exceptions with alternative proposal
2. PHARMACY OPERATIONS – 40%
 - Reference responses
 - Services offered
 - Proposed assigned staff
 - Medication delivery system
 - Like Facility experience in region
 - Local regional presence
 - Company regulatory issues/Proof of insurance
3. DATA AND REPORTING – 30%
 - Ability to integrate with EHR
 - Backup systems
 - Innovative offering(s)
 - Meets reporting requirements

ROUND TWO SCORING

1. BILLING/PRICING/FEEES – 50%
 - Overall costs
 - Pricing Methodology
 - Invoicing Detail
2. TRANSITION/IMPLEMENTATION – 50%
 - Confirms ready to go by agreement date
 - Proposed transition plan
 - Innovative offering(s)

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. The BAFO request may warrant additional discussion. These criteria will be explained at the time best and final Proposals are requested. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best offer/proposal initially and not anticipate discussions to make their best offer/proposal.

General Provisions

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

1. RFP 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. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans, and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.

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 RFP for a minimum of 3 years.
- Demonstrate adequate financial resources or the ability to obtain such resources as required.
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders that may be required in performing the services requested under this RFP.
- Demonstrate a satisfactory record of performance for the services requested under this RFP; 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 RFP 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 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. Not presently debarred from participation in state contracts.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer/bidder to review the entire RFP/IFB 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 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 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 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 F.O.B. destination. If otherwise, show exact cost to deliver. Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. The 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, the proposal may be disregarded and given no consideration.

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

All costs associated with the Services, as defined by this RFP, must be included in the Respondent's Offer. Offers that do not meet all the requirements or contain all the required documentation specified

in this RFP will be rejected as non-responsive.

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 initiated by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

11. SIGNATURE OF PROPOSALS

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

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

An award will be offered to the responsible proposer whose proposal is determined to be the best value and demonstrates the best ability to fulfill the requirements set forth in an RFP. 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 RFP 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. Proposer shall submit to EHN, for approval, within ten (10) days from notice of contract award, all certificates of insurance evidencing the required coverage as described under the section entitled "Insurance".

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 into 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 cancelled without notice, at the option of the Contractor, if the Contractor or EHN's premises or equipment are destroyed by fire or other catastrophe, 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. 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

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.

Neither Contractor nor EHN shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

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 the extended period at the rates specified in the original Agreement. 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.

Prohibition on Contracts with Companies on Terrorism Watchlist and with Foreign Terrorist Organizations

Pursuant to Executive Order No. 13224, contractor represents and warrants that it is not listed on the federal terrorism watchlist. Pursuant to Section 2252.152 of the Texas Government Code, Contractor represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

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.

Change in Law and Compliance with Law

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

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. EHN anticipates making a contract award to one (1) Successful Respondent for the Services required by this RFP. EHN reserves the right not to award a contract for the performance of all or part of the requirements of this RFP. This RFP is not exclusive and EHN reserves the right to issue additional solicitations regarding the Services described in this RFP or similar services at any time. All Respondents are always encouraged to offer their best pricing.

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.

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 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 herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.
- 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 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 insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

GENERAL LIABILITY:

\$1,000,000 –minimum Each Occurrence

\$3,000,000 – General Aggregate

\$1,000,000 – Personal & Advertising Injury

\$1,000,000 – Products/Completed Operations – Aggregate

\$5,000 – Premises Medical Expense

\$500,000 – Fire Legal Damage Liability Emergence Health Network named as "Additional Insured"

Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence

Emergence Health Network named as "Additional Insured" Waiver of Subrogation

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS

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

PROFESSIONAL SERVICES

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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 RFP) 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 D), 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 F 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 RFP.

26. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a response to this RFP, 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 or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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.

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.

27. 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.

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

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

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

28. 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.

29. ACCURACY OF DATA

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

30. 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.

31. 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.

32. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and

- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and
- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and
- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and
- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from 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 has not had a contract terminated for performance deficiencies within the 12-month period preceding the submission of this proposal; and

- r. 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
- s. Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent; and
- t. 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
- u. 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 104-191 ("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.
- v. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- w. 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
- x. 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.

- y. Proposer represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

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

EHN is an equal opportunity employer.

Appendix A



Pharmacy Services
RFP # 25-001
 Vendor must meet specifications.
*****THIS MUST BE THE FIRST PAGE ON PROPOSAL*****

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 with the application to: Emergence Health Network, Attention: Purchasing Department. 201 E. Main Suite 600, El Paso, TX 79901, or email to: RFP@ehnel Paso.org in a PDF format.**

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

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

Contract Amount: \$ _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

Phone Number: _____ - _____ - _____

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 amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER

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>RFP# 25-001</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>_____</p> <p style="text-align: center;">Signature of the person doing business with the governmental entity _____ 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

RE: Pharmacy Services RFP # 25-001

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:

Alexsandra Annello, Chair
Dr. Cindy Stout., Vice-Chair
Hon. Annabell Perez, Secretary
Thomas B. Goldfarb, Trustee
Kellie Franco, Trustee
Monica Salaiz-Narvaez, Trustee
Dr. Silvina Tonarelli, Trustee
Lt. Aileen Galindo – Ex Officio, EPCSD

EHN Employees:

Kristen Daugherty, CEO
Ashley Sandoval, Associate CEO
Carlos Ortiz, CFO
Rene Hurtado, Chief of Staff
Rene Navarro, Chief Compliance Officer
Iris Sandoval, Chief Human Resources Officer
Tewiana Norris, Ph. D. Chief Nursing Officer
Chrystal Davis, Chief Clinical Officer
Shawna Scully, DO, CMO
Carol Thornburg DO- CMO Substance Abuse
Sylvia Rodriguez, Purchasing Manager

Appendix G

SOLICITATION CHECKLIST **Pharmacy Services RFP # 25-001** **This Checklist Is Provided for Your Convenience**

Did you visit our website (www.emergencehealthnetwork.org) for any addendums?
Did you provide one original, or an electronic copy submitted to RFP@ehnel Paso.org of your response?
Electronic copies must reflect the original hard copy in a PDF format.
Did you sign all documents?

- EHN Signature Page (Appendix A)
- Deviation Form (Appendix B)
- Hub Subcontracting Plan Historically Underutilized Business (Appendix C)
- Conflict of Interest Questionnaire (Appendix D)
- Certification Regarding Lobbying (Appendix E)
- Transmittal letter
- Pricing Worksheet
- Summary of Proposal
- Financial Consideration
- Customer References

Appendix H

ACRONYMS

ACEO – Associate Chief Executive Officer
AES – Advanced Encryption Standards
BAA – Business Associate Agreement
BAFO – Best and Final Offer
CEO – Chief Executive Officer
CIQ – Conflict of Interest Questionnaire
CFR – Code of Federal Regulations
DUA – Data Use Agreement
EHN – Emergence Health Network
FEIN – Federal Identification Number
FTP - File Transfer Protocol
GAAP - Generally Accepted Accounting Principles
HHSC – Health and Human Services Commission
HIPAA - Health Insurance Portability and Accountability Act
HTTP – Hyper-Text Transfer Protocol
ISO - International Organization for Standardization
IT – Information Technology
LIDDA - Local Intellectual and Developmental Disability Authority
LMHA – Local Mental Health Authority
MFP – Multi-function Printer
NIST - National Institute of Standards and Technology
QSOA – Qualified Service Organization Agreement
SQL - Structured Query Language



El Paso Emergence Health Network (EHN) and its dedicated staff are committed to assisting El Paso's most vulnerable citizens, residents with either or both severe and persistent mental illness and/or intellectual/development disabilities and/or substance abuse issues. At EHN we work to help these individuals and their families find resources and treatments to help with their disorders/disabilities and become as independent as possible.

EHN is proud to have created impactful change in the delivery of mental health, intellectual disability, and addiction services in the West Texas region. As the Local Mental Health and IDD Authority in El Paso County, it is our responsibility to meet the needs of our community and we believe the level of services and quantity of services we provide is unmatched in our area. We have dedicated employees and staff leaders who have contributed to the tremendous growth experienced company-wide which has allowed for the expansion and introduction of new services.

In 2016 EHN celebrated its 50th Anniversary and although we have undergone some name changes throughout the years, our commitment to our residents has remained the same. In 1963, President John F. Kennedy signed the Community Mental Health Act which established mental health centers in communities. It helped people with mental illness and/or IDD who were "institutionalized" move back into their communities by creating "Local Mental Health Authorities." In 1966, the Local Mental Health Authority (LMHA) was opened in El Paso and Emergence Health Network born. EHN is now one of 39 LMHA in Texas.

As the largest mental health provider in El Paso County, we currently have 19 service locations where we assist a wide array of our population to include adults, children, veterans, the homeless and justice-involved individuals.

