



# **Request for Application RFA #25-002 Inpatient Competency Restoration Program**

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Anticipated Schedule of Events

December 6, 2024	RFA Issued
Continuous	Q & A Period
Continuous	Release of Official Response to Questions

# REQUEST FOR APPLICATION RFA #25-002

## Inpatient Competency Restoration Program

### Prepared for Emergence Health Network

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# General Information

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## 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, 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. PURPOSE

The purpose of this Contract is for the funding of competency restoration beds providing forensic inpatient psychiatric hospital services as specified in Section 3.2 of this Attachment for patients initially committed to an HHSC-operated mental health facility under the Texas Code of Criminal Procedure (“CCP”) Article 46B.073 and who HHSC determines may be served in a non-maximum-security unit facility. This Contract only provides funding for administrative and operational costs associated with the provision of the funded competency restoration beds.

### 2. BACKGROUND

Texas Health and Human Services Commission (“HHSC”) is responsible for overseeing and coordinating the planning and delivery of health and human services programs throughout the State of Texas. As part of its responsibilities, HHSC currently owns and operates state hospitals (“Texas State Hospitals” or “State Hospitals”) across the State of Texas that provide inpatient psychiatric care.

This Contract for competency restoration beds will support the growing need for inpatient forensic services in the State of Texas.

### **3. SCOPE OF SERVICES**

#### **3.1. GENERAL**

Contractor must meet and ensure compliance with all Contractor duties, obligations, and requirements under this Contract.

3.1.1. Contractor shall submit a plan to HHSC stating a date the Hospital, as defined in Section 3.1.3., will begin accepting patients (“Operations Start Date”) and how Contractor will increase the census to achieve the full contracted capacity. The plan must be approved in writing by the HHSC Associate Commissioner for State Hospitals. Beds that are scheduled to be opened in any given month must be fully operational by the last day of the month.

3.1.2. Contractor must accept referrals for eligible patients on the designated Texas State Hospital Clearinghouse waitlists who are ordered for inpatient competency restoration services under CCP Article 46B.073 by courts in El Paso County, as set forth in Exhibit 1 to the Contract, with a maximum of 11 competency restoration beds. Notwithstanding anything to the contrary within this Contract, upon Contractor’s written request and detailed explanation that supports the need for adjustments to the capacity and/or allocated number of beds, HHSC, in its sole discretion, may approve adjustments to the capacity and/or the designated number of competency restoration beds. Contractor must seek and obtain this written approval from HHSC prior to making any adjustments to the number of beds. A request for an adjustment for capacity under this Subsection may only be for non-emergent reasons.

3.1.3. Contractor must ensure that the services provided by this Contract are provided by an entity licensed in Texas to perform as a general hospital or special hospital (“Hospital”) that (i) maintains accreditation with The Joint Commission (“TJC”), or other accrediting body granted deeming authority by the Centers for Medicare and Medicaid Services (“CMS”), as a hospital throughout the term of this Contract, and (ii) maintains compliance with all standards established by the TJC or other accrediting body. Contractor shall ensure services provided by a subcontractor include this Contract as an attachment and obtain written approval from HHSC prior to entering into any subcontract per

3.1.4. Contractor must ensure compliance with all applicable federal and state laws, rules, regulations, standards, guidelines, and policies in effect throughout the Contract term and as amended relating to the competency restoration beds, including, but not limited to, the Emergency Medical Treatment and Labor Act of 1986, Texas Health and Safety Code Chapters 571 through 577, and Texas Code of Criminal Procedure Chapter 46B, Texas Administrative Code, Title 25, Part 1, Chapters 133, 404, 405, 414 and 415; Texas Administrative Code, Title 26, Part 1, Chapters 306, 510, 568 and 711.

3.1.5. Contractor must ensure detailed financial records are kept throughout the life of this Contract that account for all expenditures of funding allocated by HHSC to the Contractor, including, but not limited to, all detailed expenditures related to competency restoration beds.

3.1.6. Contractor shall ensure that funding allocated by HHSC for the competency restoration beds, after any available third-party insurance, indigent care programs, or other local medical care programs, covers the costs for routine and preventive medical and dental services and treatment, including the cost of psychiatric and physician services and discharge medications, incurred by or on behalf of patients in a competency restoration bed (“Hospital Services”). The Parties acknowledge and stipulate that no additional HHSC funds will be made available for Hospital Services under this Contract except as stated in of the Contract Signature Document.

3.1.7. For medical and dental care and treatment that cannot be adequately provided by the Contractor, Contractor shall contact HHSC for prior approval of patient transfer either to another qualified provider or to a HHSC facility. Contractor is expected to keep patients on their census until an effective transfer has taken place. For medical care and treatment costs that extend beyond routine and preventive care (extraordinary care), Contractor shall contact HHSC for prior approval of the costs and reimbursement of payment shall be made to Contractor by HHSC if the medical care and treatment is medically necessary and complies with the requirements of Health and Safety Code Chapters 552 and 576.

- a. Usual routine and preventative care is defined as the diagnosis and treatment of acute and chronic medical problems and medically warranted screening and preventative care that is typically provided on an outpatient basis. It is the type of medical care individuals, with access to health care, receive in the community. This would include appropriate over the counter treatment as well as evaluation, diagnostic labs, prescriptions, treatment, and health monitoring received by a primary care provider.
- b. Extraordinary care is defined as care that is above and beyond the medical care a contracted provider is expected to provide. An example of extraordinary care is a situation that require patients to be admitted to medical/surgical hospital for at least 72 hours. If HHSC agrees that a patient requires extraordinary care, the Texas State Hospitals will assume the financial responsibility of the care the patient requires. If needed, the patient will be transferred to a State Hospital bed when no longer requiring medical/surgical inpatient level of care. However, if the precipitating medical condition necessitating medical/surgical hospitalization is resolved, it may be appropriate to return to the contracted bed. Such instances will be evaluated on a case-by-case basis. Other situations, such as potential costs of cancer treatment that does not necessarily require medical/surgical hospitalization, will be evaluated on a case-by-case basis.
- c. In the event a patient requires care in a medical/surgical hospital setting longer than 72 hours, HHSC requests Contractor contact HHSC for possible transfer options. Contractor is expected to keep patients on their census until an effective transfer has taken place.
- d. In the event a patient is transferred to an alternative setting (e.g., for an outside medical appointment), it remains the Contractor's responsibility to maintain ongoing or continuous supervision until the patient is returned to the Contractor's facility.

3.1.8. Contractor must ensure entry into Client Assignment and Registration System ("CARE") or other data entry systems as designated by HHSC to include the Clinical Management for Behavioral Health Services ("CMBHS") system for assignments, including discharges, for patients served in the competency restoration beds.

3.1.9. Contractor must develop and use local reporting unit(s) for the Inpatient Competency Restoration Program ("ICRP") outlined in Section 3.2 of this Attachment that will provide an assigned location for all patients served in the competency restoration beds.

3.1.10. Contractor must: (i) develop written policies and procedures by which Contractor will manage the admission, service delivery, continuity of care, and discharge requirements outlined in Section 3.3 of this Attachment to the Contract; (ii) coordinate with local mental health authorities ("LMHAs")/local behavioral

health authorities (“LBHAs”) or local intellectual and developmental disability authorities (“LIDDAs”), courts, county jails, or other parties involved with the patient’s care; and (iii) report to HHSC in accordance with the terms and conditions of this Contract.

3.1.11. Contractor must designate Hospital primary and secondary points-of-contact, as well as a emergency contacts , all of whom will be responsible for communication, correspondence, responding, and reporting to HHSC during and after business hours regarding operation of the competency restoration beds. These Hospital points-of-contact shall respond to emergency capacity management inquiries initiated by HHSC within a reasonable amount of time not to exceed four (4) hours. HHSC will endeavor to contact non-primary points of contact only in an emergency. Communication with points-of-contact is not intended to limit conversations between medical leadership, clinical teams, and HHSC central office admission management staff with like Contractor or Hospital personnel.

3.1.12. Contractor shall ensure the Hospital promotes and protects Hospital patient rights, patient feedback and patient satisfaction as measures of Hospital service quality for patients served in competency restoration beds. To support this function, Contractor shall ensure the Hospital has a process by which it receives, investigates, collects, and reviews data. Contractor must report quarterly to HHSC on patient, family, or other complaints related to the rights of Hospital patients served in competency restoration beds. The quarters shall be based upon the Texas state fiscal year.

3.1.13. Contractor will maintain documentation for any contracts that provide third-party services or resources in providing inpatient psychiatric forensic services outlined in Section 3.2 of this Attachment.

### 3.2. INPATIENT PSYCHIATRIC FORENSIC SERVICES

For purposes of this Attachment and as defined in CCP Art. 46B.001(3), “competency restoration” means the treatment or education process for restoring a person's ability to consult with the person's attorney with a reasonable degree of rational understanding, including a rational and factual understanding of the court proceedings and charges against the person.

3.2.1. As required by the CCP, Contractor must comply with the following requirements for competency restoration services at Inpatient Mental Health Facilities:

- a. Develop an individual treatment plan for individuals committed to the facility for competency restoration;
- b. Assess whether competency is attainable in the foreseeable future;
- c. Report to the court and to the LMHA or LIDDA as required under CCP Articles 46B.077, 46B.079 and 46B.083; and
- d. Provide competency restoration education services or information that include:
  - i. Definitions of important persons in the courtroom and important legal terms;
  - ii. Instructions on how to behave in the courtroom and effectively collaborate with counsel;
  - iii. Information about court-ordered medications and rights as a forensic patient; and
  - iv. An explanation of patient’s criminal charges, the adversarial nature of criminal proceedings, and potential consequences

3.2.2. Contractor must develop and implement an Inpatient Competency Restoration Program (“ICRP”) As part of the ICRP, Contractor must:

- a. Accept eligible patients as set forth in Section 3.5 of this Attachment to the Contract and implement an ICRP for those individuals;
- b. Maintain operation of the number of competency restoration beds for the ICRP, as set forth in Subsection 3.1.2 of this Attachment to the Contract;
- c. In collaboration with the Texas State Hospitals Admissions Management Team as guided by the Forensic Admission Referral and Coordination, Exhibit 1, accept all referrals that meet the Appropriate Use Criteria, Exhibit 4, from the Texas State Hospitals Clearinghouse Lists;
- d. Provide clinically appropriate and effective competency restoration services and treatment in accordance with professional practices and conditional release/discharge planning for those patients adjudicated incompetent to stand trial pursuant to Texas Code of Criminal Procedure, Chapter 46B;
- e. Regularly assess and reassess patients for restoration of competency as guided by the Texas Code of Criminal Procedure, Chapter 46B and competency restoration best practices;
- f. Provide timely reports to the courts and to each patient's assigned local mental health authority regarding the patient's progress toward achieving competency to stand trial, including recommendations for mental health treatment, pursuant to Texas Code of Criminal Procedure Articles 46B.1055, 46B.108, 46B.109, as applicable;
- g. If Contractor suspects a patient has an intellectual and developmental disability, Contractor shall notify the Texas State Hospitals Chief of Forensic Medicine by emailing the Texas State Hospitals forensic admissions mailbox at [forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us), unless instructed otherwise in this Contract or in writing by an authorized HHSC representative;
- h. If the patient's initial commitment under CCP Article 46B.073, inclusive of the statutorily allowed 60-day extension under CCP Article 46B.080, is approaching expiration and the patient meets civil commitment criteria, the Contractor must complete the necessary Certificates of Medical Examination ("CME"), for the patient. If a CCP Article 46B.102 commitment order or a Health and Safety Code Chapter 574 civil commitment order for inpatient mental health services is issued, the Contractor or subcontractor must continue serving that patient with no disruption in care until the patient can be transferred to a Texas State Hospital for additional treatment in accordance with the process outlined in the Notification and Transfer of Forensic Patients Requiring Extended Mental Health Treatment, Exhibit 2 to this Contract;
- i. If the individual's initial commitment (through court order) is approaching expiration and the Hospital determines, through clinical assessment and observation that the individual is not likely to be restored to competency, the Contractor will ensure the Hospital contacts the Texas State Hospitals forensic admissions mailbox at [forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us), unless instructed otherwise in this Contract or in writing by an authorized HHSC representative, to arrange the next course of treatment for the individual, prior to discharging the individual back to court, including, but not limited to, a formal competency evaluation report stating the opinion of non-restorability;
- j. Collaborate with committing courts and other appropriate entities within the judicial or mental health systems as permitted by law or requested by the court pursuant to HIPAA regulations at 45 CFR Part 164 and substance use records regulations at 42 CFR Part 2, and Health and Safety Code Chapter 611 and Section 614.017; and
- k. HHSC requires 95% average occupancy. Contractor shall use reasonable efforts,

customary with generally accepted hospital industry standards, to provide forensic inpatient psychiatric hospital services to maintain an average daily census that is 95% of the competency restoration bed capacity. Average daily census is computed by dividing the total number of bed days used during the month by the number of calendar days in the month.

### 3.3. ADMISSION, CONTINUITY OF CARE, AND DISCHARGE REQUIREMENTS

#### 3.3.1. Contractor must provide patients with a full array of services that comply with the following principles for treatment, including treatment that:

- a. Applies the Appropriate-Use and Medical Clearance criteria as outlined in the Appropriate Use Criteria, attached hereto as Exhibit 4 to this Contract;
- b. Is effective, responsive, individualized, goal-directed, culturally competent, least restrictive, and uses evidence-based treatment;
- c. Is provided through the development and implementation of a comprehensive treatment plan by an interdisciplinary team and corresponding intervention(s) including, but not limited to:
  - i. A reasonable and appropriate discharge plan that is developed by Contractor and the relevant LMHA/LBHA, LIDDA, courts, and/or the patient's legal authorized representatives; and
  - ii. Communication that will facilitate the exchange of information between Contractor and the LMHA/LBHA, LIDDA, court, or other parties necessary to accomplish common admission, transfer, and discharge activities;
- d. Promotes recovery, independence, and self-sufficiency;
- e. Upholds HIPAA privacy rules at 45 CFR Part 164 and substance use records regulations at 42 CFR Part 2;
- f. Protects comprehensive patient rights consistent with state and federal regulations and TJC requirements;
- g. Incorporates a behavior management program as appropriate; and
- h. Provides telehealth and telemedicine in accordance with Section 3.4 of this Attachment to the Contract, if necessary

#### 3.3.2. Contractor must demonstrate efforts to reduce restraint and seclusion as required by 25 TAC, Chapter 415, Subchapter F by adopting and implementing the following restraint/seclusion reduction tools:

- a. Using assessment tools to identify risk factors for violence and seclusion and restraint history;
- b. Using a trauma assessment;
- c. Using tools to identify persons with risk factors for death and injury;
- d. Using de-escalating or safety surveys; and
- e. Provide comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management

#### 3.3.3. Contractor must comply with the following standards regarding admission, continuity of care, and discharge:

- a. Provide continuity of care to individuals entering and completing the program as outlined in Texas Administrative Code, Title 26, Part 1, Chapter 306, Subchapter D;

- b. For admissions to competency restoration beds, Contractor must coordinate with the Texas State Hospitals Admissions Management Team for receiving information about persons on the Texas State Hospital waiting list and coordination for admission as outlined in the Forensic Admission Referral and Coordination Process, attached as Exhibit 1 to this Contract.
- c. Contractor must ensure that when the Hospital admits a patient, a physician must issue and sign a written order admitting the patient;
- d. Contractor must ensure that the Hospital conducts an intake process as soon as possible, but not later than 24 hours after the patient is admitted. The intake process shall include:
  - i. Obtaining relevant information about the patient, including information about finances,
  - ii. -party coverage or insurance benefits, and advance directives; and
  - iii. Explaining, orally and in writing, to the patient his or her rights described in the Texas Administrative Code, Title 25, Part 1, Chapter 404, Subchapter E (concerning Rights of Persons Receiving Mental Health Services), including:
    - (1) The Hospital's services and treatment as they relate to the patient; and
    - (2) The existence, purpose, telephone number, and address of Disability Rights Texas (protection and advocacy system) at the time of admission and discharge as required by Texas Health and Safety Code Section 576.008;
- e. Contractor must ensure that when the Hospital admits a patient, the Hospital must promptly, but no later than 24 hours after admission, notify the designated LMHA, LBHA, or LIDDA of the admission and the patient's admission status;
- f. Contractor must ensure that upon admission of a patient to the Hospital, the Hospital must begin discharge planning for the patient;
- g. As required by 26 TAC, Chapter 306, Subchapter D, Division 5, discharge planning must involve: the patient, Hospital treatment team, LMHA/LBHA, and LIDDA as appropriate, court personnel, and the patient's attorney (if represented) as necessary, and any other service providers, parties, or agencies as appropriate. Involvement in discharge planning may be held via teleconference or videoconference. The Hospital is responsible for notifying individuals involved in discharge planning of scheduled treatment team meetings and case reviews;
- h. Discharge planning must include, at a minimum, the following activities:
  - i. Identifying and recommending clinical services and supports needed by the patient after discharge or transfer;
  - ii. Counseling the patient and the patient's LAR (legally authorized representative), if applicable, to prepare them for care after discharge or transfer;
  - iii. Preparing a continuing care plan by the patient's treating physician, unless the physician believes the patient does not require continuing care. The treating physician must document in the patient record the reasons why continuing care is not required. The continuing care plan must include:
    - (1) A description of recommended services and supports the patient may receive after discharge or transfer;
    - (2) A description of problems identified at discharge or transfer, which may include any issues that disrupt the patient's stability;
    - (3) The patient's goals, interventions, and objectives as stated in the patient's treatment plan in the Hospital;

- (4) Comments or additional information;
- (5) A final diagnosis based on the current edition of the Diagnostic Statistical Manual of Mental Disorders (“DSM”) published by the American Psychiatric Association; and
- (6) The provider(s) to whom the patient will be referred to for any services or supports after discharge or transfer;
- (7) Make reasonable efforts to coordinate with the designated LMHA, LBHA, or LIDDA to provide discharge planning for persons who have an unexpected departure, which shall include discharge due to:
  - a. A patient’s unauthorized departure;
  - b. Criminal charges being dropped, or court otherwise releasing the patient; or
  - c. The execution of an arrest warrant for the patient;
- iv. Development of a transportation plan in conjunction with the committing county or the LMHA/LBHA or LIDDA as needed; and
- v. Provision of no less than 7 days, but no more than 14 days of medications provided upon discharge or transfer, depending on the needs of the local county jail, for each medication the patient will need after discharge or transfer.

3.3.4. Contractor will be responsible for providing and paying for:

- a. The number of days of medication needed after discharge or transfer, as referenced in 3.3.3 (g)(v), until the patient is evaluated by a physician at another facility or in the community; and
- b. Transportation services if the discharge transportation plan designates Contractor as the entity that will provide transportation services at discharge. In the event the committing county is no longer responsible for transportation due to changes in an individual’s commitment status, the Contractor will establish an effective and safe transportation plan.

3.3.5. Contractor must develop a disaster services plan for when the Hospital is unable to fully operate or cannot operate at all due to hurricane damage or other disasters and must report the quarterly expenditures to HHSC for each applicable service provided under the disaster services plan. During periods of hurricanes or other disaster beyond Contractor’s control, with approval from HHSC, Contractor may utilize funding allocated by HHSC to the Hospital to purchase the following:

- a. Crisis respite beds;
- b. Adult psychiatric inpatient beds;
- c. Psychiatric assessment and coordination; and
- d. Patient transports.

If the ICRP is not fully operational due to hurricane damage or other disasters, with HHSC approval, Contractor may utilize funding allocated by HHSC to the Contractor for the operations of the Hospital during the time the Hospital is not fully operational to purchase alternate inpatient beds meeting standards for this committed population

### 3.4. TELEHEALTH AND TELEMEDICINE MEDICAL SERVICES

3.4.1. Contractor may use telehealth services (“a health service, other than a telemedicine medical service or teledentistry dental service, delivered by a health professional licensed, certified, or

otherwise entitled to practice in this state [State of Texas] and acting within the scope of the health professional’s license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology,”) and telemedicine medical services (“a health care service delivered by a physician licensed in this state [State of Texas], or a health professional acting under the delegation and supervision of a physician licensed in this state [State of Texas], and acting within the scope of the physician’s or health professional’s license to a patient at a different physical location than the physician or health professional using telecommunications or information technology”) pursuant to Texas Occupations Code Chapter 111, and other applicable state and federal laws regarding payment sources, including Texas Government Code Chapter 531 regarding Medicaid reimbursement.

- 3.4.2. Contractor in providing telehealth and telemedicine services must comply with all of the following:
- a. Patient, or a legally authorized representative of the patient, must give written consent that they agree to receive telehealth and telemedicine services;
  - b. Telehealth and telemedicine services must comply with all Texas Medicaid requirements for the provision of telemedicine and telehealth services, as well as the licensure/practice act requirements for each physician or health professional; and
  - c. Technology used to provide telemedicine and telehealth services must be compliant with HIPAA and FERPA, as may be applicable to the patient.

### 3.5. ELIGIBLE POPULATION

3.5.1. Individuals that are the age of 18 years or older and initially committed to an HHSC-operated mental health facility under Texas Code of Criminal Procedure Article 46B.073 and who HHSC determines may be served in a non-maximum-security unit.

### 3.6. SERVICE DELIVERY AREA

The patients served by Contractor will be court-ordered to inpatient competency restoration services from El Paso County in Texas and admissions will be determined by who the next person is on the designated Texas State Hospital Clearinghouse waitlists, at the sole discretion of HHSC

### 3.7. REPORTING REQUIREMENTS

3.7.1. Contractor must ensure all reports, documentation, and other information required to be submitted by Contractor to HHSC under this Contract are submitted via email to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov) with a copy of any correspondence to the HHSC designated Representative, unless instructed otherwise in this Contract or in writing by an authorized HHSC representative.

3.7.2. Contractor must report the daily census of the competency restoration beds using a Contractor-developed and HHSC-approved report, in a format approved by HHSC, or by submitting the Daily Census Report, attached hereto as Exhibit 5 to this Contract, no later than 8:00 AM Central Time daily via email to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov).

- 3.7.3. Contractor shall report to the Texas State Hospitals Incident Management Coordinator (incidentnotificationsh@hhsc.state.tx.us), the following incidents:
- a. Severe weather resulting in damage to person or property;
  - b. Fire resulting in destruction of property;
  - c. Computer, power, and telephone outages that affect Hospital operations or communications from or to the Hospital;
  - d. Cyber ransomware attacks;
  - e. Accidents on Hospital grounds resulting in serious injury or loss of property;
  - f. Unannounced visits by TJC, HHS Centers for Medicare & Medicaid Services, HHSC Regulatory, the Texas State Auditor's Office, or other federal or state regulatory or oversight entities;
  - g. Infectious Diseases, other than COVID-19, that affect Hospital operations or census. Patients testing positive or are symptomatic for COVID-19 must be reported to HHSC on the daily census sheet; and
  - h. Any other incident that is likely to be a legal liability to the Hospital, Contractor, or HHSC or create media attention.

3.7.4. Contractor shall report all allegations of abuse, neglect, or exploitation (ANE) of a patient in a bed to the Texas Abuse Hotline by calling (800) 252-5400 or reporting online at <https://www.txabusehotline.org>, and shall follow all requirements related to the reporting and investigation of ANE in accordance with Texas Human Resources Code Chapter 48 and all other applicable state and federal laws. HHSC shall ensure allegations of ANE are investigated thoroughly and shall determine whether the allegation is confirmed or unconfirmed. HHSC shall notify Contractor of the outcome of the investigation. Contractor shall keep a record of all allegations and the disposition of the investigation onsite. At any time, HHSC, including the HHSC Office of Inspector General ("OIG"), may request access to these records for review. If cases where an allegation may have resulted in a crime being committed, North Texas Behavioral Health Authority (NTBHA) shall refer it to the Dallas County Sheriff's Department ("DCSD"). Additionally, when this referral is made, NTBHA shall concurrently notify the OIG of the referral. NTBHA shall ensure DCSD works cooperatively with OIG by responding to requests for information, keeping OIG informed of the progress of the case when asked, and sharing the disposition of the case. Should DCSD and OIG disagree on whether a case should be referred for prosecution, if either party believes referral for prosecution should occur, it will be referred to the appropriate District Attorney.

Contractor must notify HHSC at incidentnotificationsh@hhsc.state.tx.us and sh\_contracted\_hospital\_reports@hhs.texas.gov of all reports of death, abuse, neglect, exploitation, illegal, unethical, or unprofessional conduct, or other unusual incidents impacting patients in contracted beds and report the investigation disposition of each incident using the Unusual Incident Outcome Notification Summary Form, attached hereto as Exhibit 3 to this Contract

3.7.5. Contractor must track and address patient complaints and grievances in Texas State Hospitals contracted beds and provide HHSC with a quarterly summary report of patient grievances, findings, and resolution status.

3.7.6. Contractor, within the established deadlines, must submit a in a format proposed by Contractor and approved by HHSC, with measures that are agreed to by both Parties, and use definitions that have been agreed to by both Parties. The quarters shall be based upon the Texas state fiscal year.

3.7.7. Within 30 days after the close of the state fiscal year quarter, Contractor must submit to HHSC the total number of individuals admitted to forensic beds during the previous fiscal quarter. HHSC will monitor attainment toward annual occupancy performance each quarter. HHSC may, in its sole discretion, grant exceptions from expected attainment on a case-by-case basis for good cause shown. Any deviation of capacity funded under this Contract must be submitted in writing to HHSC prior to implementation of such changes.

3.7.8. Contractor must develop and submit a security plan to HHSC annually at the beginning of the fiscal year that identifies the physical space that will be used to provide inpatient competency restoration services (include a brief description of security features of the physical space and how patients would be able to access outdoor space). Submissions should be sent via email to the following email addresses: sh\_contracted\_hospital\_reports@hhs.texas.gov

3.7.9. Unless stated otherwise in the Contract, all quarterly reporting requirements shall be based upon the Texas state fiscal year beginning on September 1.

3.7.10. Contractor shall provide all services and deliverables in accordance with Contract requirements.

### 3.8. Personnel Standards and Requirements

3.8.1. Contractor must ensure that the competency restoration beds are served by qualified Hospital personnel, including, but not limited to, physicians and health professionals, in accordance with all TJC, Texas statutory, and Texas administrative rule requirements, and established industry standards for inpatient mental health facilities.

3.8.2. Contractor is solely responsible for hiring, directing, supervising, terminating, and compensating personnel, representatives, agents, subcontractors, and third-party service providers performing services under this Contract. Contractor shall have no claim against HHSC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3.8.3. Each state fiscal year quarter, Contractor must report on personnel expenses, including those required by Contractor's third-party management and operations agreement.

3.8.4. Contractor must conduct criminal background checks on all Hospital personnel, including, but not limited to, full-time staff, part-time staff, professors, medical fellowships, medical residents, medical students, interns, or volunteers, or any other staff whose primary duty station is at the Hospital. All background checks/clearances must be conducted in accordance with applicable state and federal laws. If the results of any criminal background check show an individual has been convicted of or received deferred adjudication for any of the criminal offenses listed in Texas Health and Safety Code Section 250.006 or other applicable law, that individual will be barred from the Hospital premises, and from participating in any activities or services related to this Contract.

3.8.5. Contractor must provide written notification to HHSC of changes in executive leadership to include, but not limited to President, Hospital's executive leadership team, or other distinct Contractor positions of significance to this Contract within 30 days after the change.

### 3.9. MARKETING AND THIRD-PARTY COMMUNICATIONS

3.9.1. Neither Party shall use the other Party's name, logo, or other likeness in any press release, marketing material, website, or other announcement without the other Party's prior written approval. Excluding informational, educational, and marketing materials or activities related to research, provision of services, or staff recruitment activities, Contractor is not authorized to make or participate in any media releases or public announcements pertaining to the Hospital, Hospital operations, or this Contract without HHSC's prior written consent (which shall not be unreasonably withheld or conditioned, or unduly delayed), and then only in accordance with explicit written instruction from HHSC.

### 3.10. Compliance with Laws and Rules

3.10.1. Contractor must comply with the following in accordance with, and as amended:

- a. The Texas Code of Criminal Procedure, Title 1, Chapter 46B.
- b. The Texas Health and Safety Code, Title 7, Chapter 574.
- c. 25 TAC, Part 1, Chapter 405, Subchapter K, in its entirety.
- d. 25 TAC, Part 1, Chapter 414, Subchapter I, in its entirety.
- e. 25 TAC, Part 1, Chapter 414, Subchapter K, in its entirety.
- f. 25 TAC, Part 1, Chapter 415, Subchapter A, in its entirety.
- g. 25 TAC, Part 1, Chapter 415, Subchapter F, in its entirety.
- h. 25 TAC, Part 1, Chapter 417, Subchapter K, in its entirety.
- i. 26 TAC, Part 1, Chapter 301, Subchapter G.
- j. 26 TAC, Part 1, Chapter 306, Subchapters A and D, in their entirety.
- k. The Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- l. Other applicable federal and state laws, including, but not limited to:
  1. 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 2, Subpart D, in its entirety.
  2. 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 51, Subpart D, in its entirety.
  3. 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 160, in its entirety.
  4. 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 164, in its entirety.
  5. The Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Subchapter F.
  6. The Texas Health and Safety Code, Title 2, Subtitle I, Chapters 181, 595, and 611; and §§533.009, 533.035(a), 576.005, 576.0055, 576.007, 595.005(c), and 614.017.
  7. The Texas Health and Safety Code, Title 7, Subtitle D, Chapter 595, in its entirety.
  8. The Texas Health and Safety Code, Title 7, Subtitle E, Chapter 611, in its entirety.
  9. The Texas Government Code, Title 5, Subtitle A, Chapters 552 and 559, and 531.042.
  10. The Texas Human Resources Code, Title 2, Subtitle D, Chapter 48, in its entirety.
  11. The Texas Occupations Code, Title 3, Subtitle B, Chapter 159, in its entirety; and
  12. The Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Subchapter B, Section 521.053.

## 4. HHSC'S RESPONSIBILITIES

4.1. HHSC will coordinate a centralized admission referral process for eligible patients to effectively manage the capacity needs of the Texas State Hospitals and "Contracted Hospital," as defined in Exhibit 2 of this Contract, through the Texas State Hospitals Admissions Management Team.

- 4.2. HHSC will provide Contractor with information about individuals who have been court-ordered to receive competency restoration services in the Texas State Hospitals from El Paso County in Texas, and referred from the Texas State Hospital Clearinghouse waitlists, or as requested by HHSC, as described in Section 3.6 of this Attachment to the Contract through the Texas State Hospitals Admissions Management Team.
- 4.3. HHSC will review and approve any requests for expedited admissions of individuals on the Texas State Hospitals clearinghouse waitlist through the Texas State Hospitals Associate Commissioner or an authorized designee.
- 4.4. HHSC will provide oversight and coordination for the transfer of patients in the competency restoration beds to another Texas State Hospital who are in need of mental health treatment under Texas Code of Criminal Procedure Article 46B.102 or Health and Safety Code Chapter 574 through the Texas State Hospitals management or an authorized designee(s).
- 4.5. HHSC will evaluate demand and utilization of the competency restoration beds by counties within the designated service delivery area(s) throughout the term of this Contract.
- 4.6. When notified, HHSC will provide the requested number of forensic packets to the Contractor and/or subcontractor within one (1) working day. If HHSC fails to meet this standard and this impacts the Contractor's ability to achieve 95% occupancy that month, the Contractor will not be held accountable for that month.
- 4.7. HHSC will monitor the performance of this Contract. HHSC will conduct monitoring for fiscal, programmatic, and administrative components of the Contract.
- 4.8. In addition to the contract remedies under Attachment C, HHS Uniform Terms and Conditions – Governmental Entity, Version 3.2, May 29, 2020, art. VIII, HHS may withhold/offset payments to Contractor for failure to meet contract requirements.

## 5. JOINT RESPONSIBILITIES

HHSC and Contractor agree to collaboratively work together to ensure the success of the contractual obligations within this Contract in order to meet the overall safety and well-being of patients served throughout the term of this Contract.

## 6. PERFORMANCE AND OUTCOME MEASURES

In accordance with HHSC regulations and policies, all contracts for client or patient services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program or services are being achieved. As such, Contractor's performance will be evaluated during the life of this Contract through the monitoring of all contractual obligations and requirements as established under this Contract.

**5. PRICING TABLE**

**Inpatient Competency Restoration Program Bed Day Rate**

Inpatient Competency Restoration Program Daily Bed Day Rate FY25	
Calculated Bed Day Rate	FY25
Daily Bed Day Rate	\$ 800.00



## Forensic Admission Referral and Coordination

### Processes, Roles & Responsibilities for Regional Hospitals Serving Non- Maximum Security Forensic Patients

#### HHSC Clearinghouse Waitlist Coordination

HHSC maintains the “Clearinghouse” system for persons committed to inpatient services as incompetent to stand trial (IST) and who do not require a maximum- security environment. Code of Criminal Procedure (CCP) Chapter 46B IST commitment admissions are coordinated on a first-come, first-served basis through the use of the Clearinghouse system.

#### Court Responsibilities:

1. The court of jurisdiction, or its designee, forwards the commitment order to the Clearinghouse staff via email at [forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us) or via fax at 940-553-2504 or 940-553-2506. It is recommended to the court that this occur within one business day of signing the commitment order.
2. The documentation that is required to be forwarded by the court, according to CCP Article (Art.) 46B.076, includes the following:
  - The order of commitment,
  - Reports of experts,
  - Psychiatric, psychological, medical (as indicated) or social work reports that relate to the mental and physical condition of the defendant,
  - Documents provided by the defense attorney or the prosecuting attorney relating to current or past mental condition,
  - Indictment or information and any supporting documents used to establish probable cause in the case,
  - Criminal history record,
  - The addresses of the defense attorney and the prosecutor, and
  - The court shall order the transcript of medical testimony, which should be forwarded to the proper hospital.

#### HHSC Clearinghouse Coordinator Responsibilities:

1. Clearinghouse staff collects basic demographic information on the proposed patient from the referring jurisdiction and, within one business day, enters the person into the admission queue.

Upon receiving the required documentation from the court, the Clearinghouse staff will make a determination within one business day regarding thereceiving hospital (Maximum Security Unit (MSU), non-MSU, transitional) based on the commitment type, charged offense and diagnosis. Clearinghouse

staff then send an email to the court of jurisdiction acknowledging receipt of the commitment packet and providing notification that the individual is being placed on either the clearinghouse or MSU waitlist, based on the commitment type and charged offense.

2. For non-MSU commitments, upon receiving notification of bed availability from the Hospital, the HHSC Clearinghouse Coordinators will email the commitment packet to the assigned Hospital for the longest waiting cases or cases that have been approved to expedite for review for placement at the Hospital from the non-MSU Clearinghouse waitlist that meet criteria for admission to the Hospital based on gender, commitment type, known treatment needs, and are from the Hospital's designated service area, or any other clinical information and programming needs.

HHSC Clearinghouse Coordinators will provide the Hospital with the commitment packets, which at minimum include order of commitment, offense report, indictment/information page, and trial competency evaluation (TCE).

3. HHSC Clearinghouse Coordinators will also provide contact information for the committing county transport and medical staff for counties the Hospital hasnot previously worked with.

## Hospital Responsibilities:

1. When a non-MSU Hospital has identified that forensic beds will be coming available to accept admissions, the Hospital Director of Admissions or designee will notify the Clearinghouse Coordinators via email to the forensic mailbox ([forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us)) the number of beds, gender, IDD, and/or other details necessary for determining appropriate program placement. To the extent possible, this notification is to be made prior to when a patient discharges so that forensic admissions may be scheduled timely, and to reduce the amount of time forensic beds are not occupied.
2. The Hospital staff will coordinate with the committing county to receive additional medical and jail information, including COVID or other relevant testing information, as needed, and make arrangements with the county fortransport.
3. The Hospital Director of Admissions or designee will forward admission dates to the forensic mailbox ([forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us)).
4. The Hospital Director of Admissions or designee shall submit all noteworthy information such as medical issues, not in custody, refusal of testing, medical hospitalization, etc., to the forensic mailbox ([forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us)).
5. The Hospital is responsible for all admission and discharge processes, screenings, examinations and other requirements per federal and state law and regulations, and state administrative rules for patients receiving mental health services.

## Exhibit 2

### Notification and Transfer of Forensic Patients Requiring Extended Mental Health Treatment

This document outlines the process for notification and transfer of forensic patients served at “contracted hospitals” to other hospitals within the HHSC State Hospital System for extended mental health treatment pursuant to *Texas Code of Criminal Procedures*, Article 46B.102. This document also provides minimum timeframes for the notification and transfer process.

If a “contracted hospital” is recommending to a court that a patient on a 46B.073 commitment will require an extended mental health commitment (TX Code Crim Proc, Art.46B.102):

- At least two (2) weeks prior to court hearing or as soon as the treatment team determines extended mental health treatment is needed, the “contracted hospital” shall notify the State Hospital System Continuity of Services Manager (COSM) of the intent to recommend extended mental health treatment.
  - For the initial notification to the COSM, the “contracted hospital” shall provide the COSM with the following information:
    - Patient’s Name
    - Date of Birth
    - Social Security Number
    - County of Residence
    - County of Commitment
    - Charges associated with initial 46B.073 commitment
    - Initial Commitment Expiration Date
    - Expected Court Date
    - Current Diagnosis(es)
    - Veteran Status (if known)
- Upon receipt of the initial notification, the COSM will notify the appropriate state hospital of the pending extended commitment transfer.
- Within 3 days of receipt of the initial notification, the COSM will coordinate with the receiving hospital to establish a date for transfer and admission that is after the expected court date.
- Once a date for transfer and admission is established, the COSM will notify the “contracted hospital” of the date and will provide the contact information for the staff at the receiving hospital who will be coordinating the transfer with the “contracted hospital”.
- The “contracted hospital” shall notify the COSM and the contact at the receiving hospital once the extended commitment order has been issued so that the transfer and admission date can be confirmed.

- The “contracted hospital” will provide the receiving hospital with a packet of clinical and court-related information and documentation that includes, but is not limited to:
  - Initial court commitment orders and competency evaluation reports
  - Report/letter to the court related to the recommendation for extended mental health treatment
  - Face sheet
  - Recent clinical documentation which should, at minimum, include psychiatric evaluation, psychiatrist notes, physician notes, nursing notes, psychosocial assessments, social work notes, and any other relevant documentation.
  
- Once the commitment order has been issued and the transfer and admission date has been confirmed, the “contracted hospital” will coordinate the transition of care with the receiving hospital by helping coordinate and participating in recovery team care transition meetings and, prior to the patient’s transfer, coordinating physician and nursing handoffs.
  
- If the “contracted hospital” is unable to provide transportation to the receiving hospital, the receiving hospital will coordinate with the “contracted hospital” on transportation arrangements.
  
- The COSM will ensure that the patient is admitted to the receiving hospital in a timely manner, following the issuance of the extended commitment order, and will provide ongoing monitoring of the admission timeframes for individuals transferring from the “contracted hospital”.

Exhibit 3, Unusual Incident Summary Reporting Form

<b>Date of Report:</b> Click or tap to enter a date.		<b>Hospital:</b>
<b>Person Submitting Report:</b>		
Name:		Phone Number:
Title:		Email:
<b>Type of Incident (check one):</b>		
<input type="checkbox"/> Death <input type="checkbox"/> Abuse <input type="checkbox"/> Neglect <input type="checkbox"/> Exploitation <input type="checkbox"/> Illegal, Unethical or Unprofessional Conduct <input type="checkbox"/> Other Unusual Incident (describe) _____		
<b>Date of Alleged Incident:</b> Click or tap to enter a date.		
<b>Name of Alleged Victim or Person(s) Involved in Incident:</b>		
<b>Summary of Allegation or Incident:</b>		
<b>Date Incident Investigation Report Completed by or Received by Hospital:</b> Click or tap to enter a date.		
<b>Outcome of Investigation/Incident:</b>		
<b>Actions Taken by Hospital:</b>		



## Exhibit 4 – Appropriate Use Criteria

Hospital Medical staff should have established criteria to ensure that persons being referred to or admitted to the Hospital can have their psychiatric and medical condition treatment needs met. Each prospective patient's case should be reviewed by Hospital medical staff to assess the ability of the Hospital to provide the level of care each patient needs at any given time. Medical staff should apply *appropriate use criteria* as needed on a case-by-case basis, ensuring that persons receiving mental health treatment have the right to appropriate treatment in the least restrictive appropriate setting available. If a forensic patient requires specialized care that is not available at the Hospital or if they have a physical or medical condition that is unstable and could reasonably require inpatient medical treatment for the condition, the Hospital may determine that the patient cannot be admitted or will be admitted and immediately transferred.

*Appropriate Use Criteria:* Criteria that serves to assess the ability of a hospital to provide the level of care each patient needs at any given time and includes psychiatric and acute and chronic medical conditions criteria, as defined below.

*Psychiatric Criteria:* Patients under consideration for referral to the Hospital must meet the admission criteria in Texas Code of Criminal Procedure Chapter 46B.

*Acute and Chronic Medical Condition Criteria:* The presence of any of the medical emergency indicators, acute medical conditions, or chronic medical conditions listed below may represent conditions that the Hospital may or may not have the capability to treat. If the Hospital is unable to provide the appropriate level of care necessary for a person's psychiatric and acute or chronic medical condition, in accordance with EMTALA and state law, the Hospital will provide evaluation and treatment within its capability to stabilize the person and will arrange for the person to be transferred to an acute care or other appropriate hospital that has the capability to treat the condition. These criteria are to be applied on a case by case basis and are not meant to be used solely as exclusion criteria. These criteria are also subject to change based on patient and community need as well as bed availability.

Medical emergency indicators include, but are not limited to:

- Overdose;
- Acute intoxication with drugs or alcohol;
- Chest pain;
- Unconscious or fluctuating consciousness;
- Stab wound, bleeding or serious injury;
- Uncontrolled seizure activity; or
- Complications from diabetes.

Acute medical conditions include, but are not limited to:

- Delirium, including substance induced syndromes;
- Recent assault or fight, sexual assault, or trauma that has not received medical evaluation, including fractures, lacerations, burns, head trauma, and bleeding;
- Blood pressure greater than 160/110;
- Pulse greater than 120 or less than 50, or any symptomatic bradycardia, in the prior 24 hours;
- Temperature above 101° F;
- White blood count (WBC) greater than 15,000;
- Hemoglobin (HGB) less than 10;
- Hematocrit (HCT) less than 30;
- Any abnormal electrolytes;
- Creatinine phosphokinase (CPK) greater than 1500; or, CPK greater than 1000 with elevated temperature and muscular rigidity;
- Serum glucose below 70 or over 400 during the prior 48 hours;
- Oxygen saturation below 90%;
- Chest pain;
- Shortness of breath;
- Unstable arrhythmia;
- Pulmonary edema;
- Acute congestive heart failure;
- Acute respiratory distress syndrome;
- Acute asthma;
- Acute cardiovascular accident;
- Acute central nervous system (CNS) trauma;
- Gastrointestinal (GI) bleeding during the prior 48 hours;
- Acute abdomen syndrome within the prior 48 hours;
- Requires indwelling tubing such as a nasogastric tube;
- Post-operative instability, demonstrated as any instability in vital signs or laboratory values in the prior 48 hours; or
- Open wounds or wounds requiring complex care or sterile equipment to manage.

Chronic medical conditions, include, but are not limited to patients who:

- Require specialized cancer care, including radiation or chemotherapy;
- Required medical care from a skilled nursing or assisted living facility prior to admission;
- Require care for pressure ulcers;
- Require blood or blood product transfusions;
- Require continuous oxygen, oximetry or support equipment such as CPCP's, Bi-PAPs, O2 concentrators;
- Are being treated for active tuberculosis (TB);
- Require isolation for the purpose of infection control;
- Require on-going intravenous (IV) therapy;
- Have a subclavian line, arterial line, or require hyperalimentation or total parenteral nutrition (TPN);
- Require suctioning;
- Require peritoneal or hemodialysis treatments;
- Require tracheotomy care and have a chronic condition that causes non-ambulation to an extent to preclude the engagement in treatment programming;
- Are considered a high-risk pregnancy;
- Have a multiparous pregnancy;
- Are pregnant and at 38-weeks of gestation or later.

Exhibit 5

DAILY CENSUS REPORT										
DATE: TIME:	Adult Acute			Adult Sub-Acute			Adult Forensic			Total Hospital
	Male	Female	Total	Male	Female	Total	Male	Female	Total	
# of Patients In-Hospital as of this Report										
Expected Admissions for this Date										
Expected Discharges for this Date										
Comments:										

## Procurement Protocols & RFA Response Package Instructions

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### 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. Proposals can also be emailed; email attachments shall not exceed 150 MB per email. Email to: [rfp@ehnel Paso.org](mailto:rfp@ehnel Paso.org)

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:  
**“Inpatient Competency Restoration Program” RFA #25-002”**

### 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](mailto: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.

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](http://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.

## RFA Timeline

December 6, 2024	RFA Issued
Continuous	Q & A Period
Continuous	Release of Official Response to Questions

## 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
- 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 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.
- 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 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.

## 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 RFA.
- Along with a 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, the 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 RFA. 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 RFA, 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 RFA. Certificates of insurance must be provided immediately after notice of award or include with the RFA.

## 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 RFA. References from at least three (3) different individuals are required to satisfy the requirement above. The 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 FY 2024 - 2025, 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 at EHN's sole discretion and contingent on subsequent funding from HHSC.

## 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 Pricing Worksheet and the contract resulting from this RFA.

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 RFA is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. Evaluation criteria is established to ensure EHN is recruiting the most qualified providers that are dedicated to high quality and the most experienced. A decision to proceed with Contracting will be based on the applicant meeting a minimum percentage of 90% based on the criteria listed below.

## EVALUATION CRITERIA

### **The reputation of the Proposer and of the Proposer's goods or services - Category Weight 25%**

EHN reserves the right to contact any present or former customer of the Proposer whether or not provided as a reference and to include the result of the contact in the reference portion of the evaluation. Emergence Health Network also reserves the right to consider its own past experience if applicable with the Proposer in the reference portion of the evaluation.

### **The quality of the Proposer's goods or services - Category Weight 25%**

EHN recognizes that quality products and services are necessary to perform the requirements of this request for proposal. The Proposer must be qualified by experience and have adequate financing and equipment to do the work called for in this RFA. The Proposer submitting a description of the Proposer's company and capabilities will demonstrate this, in part. Include financial responsibility and strength, and any other information that would aid Emergence Health Network in determining the Proposer's ability to meet the requirements of this RFA.

### **The extent to which the goods or services meet EHN's needs- Category Weight 25%**

EHN recognizes that products and services must meet the needs of EHN. Products must meet the requirements, specifications, and services requested in the Scope of Work listed in this RFA.

### **The total long-term cost to EHN to acquire the vendor's goods or services- Category Weight 25%**

EHN recognizes that the long-term costs for goods and is a set fixed amount established by the Private Psychiatric Bed provider, that must be sustainable and agreed upon by the EHN funding to be utilized to cover such service.

## 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

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These General Provisions are considered standard language for all EHN proposals and RFA/IFB 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. 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 [bidquestions@ehnel Paso.org](mailto: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 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 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 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 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 RFA/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 the 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. 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 of 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 RFA, 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 RFA 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 initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

#### 11. SIGNATURE OF PROPOSALS

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

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

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 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 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.

The 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. 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 Application, 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 reserves the right not to award a contract for the performance of all or part of the requirements of this RFA. This RFA is not exclusive and EHN reserves the right to issue additional solicitations regarding the Services described in this RFA 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 – Each Occurrence

\$1,000,000 – General Aggregate

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

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

\$5,000 – Premises Medical Expense

\$500,000 – Fire Legal Damage Liability Emergence Health Network named as “Additional Insured”  
Waiver of Subrogation

##### AUTOMOBILE:

\$1,000,000 – Each Occurrence

Emergence Health Network named as “Additional Insured” Waiver of Subrogation

##### WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident

\$1,000,000 – Employers Liability – Each Employee

\$1,000,000 – Employers Liability – Disease – Policy Limit Statutory Limits

Waiver of Subrogation

##### CONSTRUCTION PROJECTS

additional requirements:

Builders Risk Policy for total amount of completed project Bid Bond

Performance & Payment Bond

##### PROFESSIONAL SERVICES

additional requirements:

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

##### CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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 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 RFA.

#### 26. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a response to this 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.

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.

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

### 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 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**



**Inpatient Competency Restoration Program**  
**RFA #25-002**  
 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](mailto: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**

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*(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:

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**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER**

<b>CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ</b>	
<b>For vendor or other person doing business with a local governmental entity</b>	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></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><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p> <p>RFA# 25-002</p>
<p><b>1 Name of person who has a business relationship with local governmental entity.</b></p>	
<p><b>2 Check this box if you are filing an update to a previously filed questionnaire.</b></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><b>3 Name of local government officer with whom filer has employment or business relationship.</b></p> <p>Name of Officer _____</p> <p>This section (item 3 including subparts A, B, C &amp; 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>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

<b>Name of Provider</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>
<b>Name of Authorized Representative</b>	<b>Title</b>	

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Date

**Appendix F**



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

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RE: Inpatient Competency Restoration Program - RFA #25-002

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 Anello, 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  
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** **Inpatient Competency Restoration Program - RFA #25-002** **This Checklist Is Provided for Your Convenience**

Did you visit our website ([www.emergencehealthnetwork.org](http://www.emergencehealthnetwork.org)) for any addendums?

Did you provide one original, or an electronic copy submitted to [RFA@ehnel Paso.org](mailto:RFA@ehnel Paso.org) of your response?

Electronic copies must reflect the original hard copy in a PDF format.

Did you sign all the 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
- Insurance Coverage
- 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  
CES- Crisis Emergency Services  
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  
LMHA – Local Mental Health Authority  
NIST - National Institute of Standards and Technology  
QSOA – Qualified Service Organization Agreement  
TAC- Texas Administrative Code  
PPB- Private Psychiatric Bed  
CES- Crisis Emergency Services



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 50<sup>th</sup> 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.

