



# **Request for Applications RFA #21-001 Specialized Therapy and Services for Youth Empowerment Services (YES)**

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Anticipated Schedule of Events

October 20, 2020 Issuance of RFA  
Open – Continuous RFA

# REQUEST FOR APPLICATION SPECIALIZED THERAPY AND SERVICES FOR YOUTH EMPOWERMENT SERVICES (YES)

## 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, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of El Paso County, Texas.

## Background Information and Services to be Provided

### MISSION

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

### VISION

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

### PHILOSOPHY AND VALUES

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

### GOALS

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

### BACKGROUND

The Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS) developed the 1915c Youth Empowerment Services (YES) Waiver, which provides short-term, comprehensive home and community-based mental health services to children and youth between the ages of 3 and 18 and up to a month before a youth's 19<sup>th</sup> birthday, with mental and serious emotional disturbances (SED). The YES waiver provides intensive services delivered within a strengths-based team planning process called wraparound. Wraparound builds on family and community support and uses YES services to help build your family's natural support network and connection with your community. YES services are family-centered, coordinated and effective at preventing out-of-home placement and promoting lifelong independence and self-defined success.

## OBJECTIVES

The YES Waiver provides flexible supports and specialized services to children and youth at risk of institutionalization and/or out-of-home placement by offering services aimed at keeping children and youth in their homes and communities.

## GOALS

The of goals of the waiver are to:

- Reduce out-of-home placements by all youth-serving agencies;
- Reduce inpatient psychiatric treatment by all youth-serving agencies;
- Expand available mental health services and supports;
- Provide a more complete continuum of community-based services and supports;
- Ensure families have access to non-traditional support services identified in a family-centered planning process;
- Prevent entry and recidivism into the foster care system and relinquishment of parental custody; and
- Improve the clinical and functional outcomes of children and youth.

## SCOPE

All participants enrolled in YES Waiver receive Wraparound facilitation from the Wraparound Provider Organization (WPO). Wraparound participants will identify strengths, formal and natural supports, strategies, and outcomes to meet underlying needs and achieve the family vision and team mission. YES participants have access to an array of services coordinated and delivered by the participant's Comprehensive Waiver Provider (CWP). In addition to Wraparound, the services available through the Waiver are:

- Respite (In-Home and Out-of-Home);
- DFPS Residential Child Care Mandated Family Rate Child Placing Agency General Residential Operation (GRO);
- Out-of-home respite service at a Licensed Child Care Center (LCCC);
- LCCC- Texas Rising Star Provider (TRSP);
- Out-of-home respite service at a Licensed Child Care Home (LCCH), LCCH-Preschool;
- LCCH-TRSP;
- Out-of-home respite service at a Registered Child Care Home (RCCH);
- RCCH-TRSP;
- Adaptive Aids and Supports (AA&S);
- Community Living Supports (CLS);
- Employment assistance;
- Family Supports;
- Non-medical Transportation;
- Paraprofessional Services;
- Minor Home Modifications;
- Specialized Therapies:
  - Animal-Assisted Therapy;
  - Art Therapy;
  - Music Therapy;
  - Nutritional Counseling; and
  - Recreational Therapy
- Supported Employment;
- Supportive Family-Based Alternatives (SFA); and
- Transitional Services

SERVICES, DESCRIPTION AND PROVIDER QUALIFICATIONS

Service Name	Description	Provider Qualifications
<p align="center"><b>RESPITE</b></p>	<p>In-home respite service is provided on a short-term basis because of the absence of, or need for relief for, the LAR or other primary caregiver of a Waiver participant.</p> <p>In-Home Respite</p> <ul style="list-style-type: none"> <li>• Waiver participant’s home or place of residence</li> <li>• Private residence of a respite care provider, if that provider is a relative of the Waiver participant, other than the parents, spouse, legal guardian, or Legally Authorized Representative (LAR).</li> </ul>	<p>An in-home respite provider:</p> <ul style="list-style-type: none"> <li>• must be at least 18 years of age;</li> <li>• must have a current Texas driver’s license;</li> <li>• must pass a criminal history and abuse registry checks</li> <li>• may be a relative of the participant other than the natural or adoptive parents, spouse, legal guardian, or LAR.</li> </ul>
<p align="center"><b>RESPITE OUT-OF-HOME-CAMP</b></p>	<p>Out-of-home respite service at a camp is provided on a short-term basis because of the absence of or need for relief for the LAR or other primary caregiver of a YES Waiver participant</p>	<p>Day or overnight camp respite service is provided only by camps that are licensed by the state of Texas or accredited by the American Camp Association (ACA).</p> <p>An out-of-home camp provider:</p> <ul style="list-style-type: none"> <li>• must be at least 18 years of age;</li> <li>• must have a current Texas driver’s license;</li> <li>• must pass a criminal history and abuse registry checks</li> </ul>
<p align="center"><b>RESPITE OUT-OF-HOME LCCC</b></p>	<p>Out-of-home respite service at a Licensed Child Care Center (LCCC) is provided on a short-term basis because of the absence of or need for relief for the LAR or other primary caregiver of a YES Waiver participant.</p> <p>Respite provided by a LCCC is divided into preschool age and school age groups, in accordance with the following:</p> <p><i>Preschool Age:</i> Preschool age respite is provided for youth ages 3 to 5 years old.</p> <p><i>School Age:</i> School age respite is provided for youth who are 6 through 18 years of age.</p>	<p>An out-of-home licensed childcare center provider:</p> <ul style="list-style-type: none"> <li>• must be at least 18 years of age;</li> <li>• must have a current Texas driver’s license;</li> <li>• must pass a criminal history and abuse registry checks</li> </ul> <p>A respite service provider must be a childcare center licensed by the DFPS, in accordance with 26 TAC 746.</p>
<p align="center"><b>RESPITE OUT-OF-HOME LCCC-TRSP</b></p>	<p>Out-of-home respite service at a licensed childcare center, Texas Rising Star (TRS) Provider, is provided on a short-term basis because of the absence of or need for relief for the LAR or other primary caregiver of a YES Waiver participant.</p> <p>Respite provided by a TRS Provider is divided into preschool age and school age groups, in accordance with the following:</p> <p><i>Preschool Age:</i></p>	<p>A TRS respite provider must be:</p> <ul style="list-style-type: none"> <li>• licensed as a childcare center by DFPS, in accordance with 26 TAC 746; and</li> <li>• certified as a TRS Provider by the Texas Workforce Commission (TWC), in accordance with TWC certification criteria available at: <a href="https://texasrisingstar.org/wp-content/uploads/2016/08/TRS-Guidelines-2016-Revisions-FINAL-reduced.pdf">https://texasrisingstar.org/wp-content/uploads/2016/08/TRS-Guidelines-2016-Revisions-FINAL-reduced.pdf</a>;</li> <li>• must be at least 18 years of age;</li> <li>• must have a current Texas driver’s license; and</li> </ul>

	<p>Preschool age respite is provided for youth ages 3 to 5 years old. <i>School Age:</i> School age respite is provided for youth who are 6 through 18 years of age.</p>	<ul style="list-style-type: none"> <li>• must pass a criminal history and abuse registry checks</li> </ul>
<p align="center"><b>RESPITE OUT-OF-HOME LCCH</b></p>	<p>Out-of-home respite service at a Licensed Child Care Home (LCCH) is provided on a short-term basis because of the absence of or need for relief for the LAR or other primary caregiver of a YES Waiver participant. Respite provided by a LCCH is divided into preschool age and school age groups, in accordance with the following: <i>Preschool Age:</i> Preschool age respite is provided for youth ages 3 to 5 years old. <i>School Age:</i> School age respite is provided for youth who are 6 through 18 years of age.</p>	<p>A respite service provider must be a childcare home licensed by DFPS, in accordance with 26 TAC 747. An LCCH provider:</p> <ul style="list-style-type: none"> <li>• must be at least 18 years of age;</li> <li>• must have a current Texas driver’s license; and</li> <li>• must pass a criminal history and abuse registry checks</li> </ul>
<p align="center"><b>RESPITE OUT-OF-HOME LCCH-TRSP</b></p>	<p>Service Description Out-of-home respite service at a LCCH, TRS Provider, is provided on a short-term basis because of the absence of or need for relief for the or other primary caregiver of a YES Waiver participant. Respite provided by a TRS Provider is divided into preschool age and school age groups, in accordance with the following: <i>Preschool Age:</i> Preschool age respite is provided for youth ages 3 to 5 years old. <i>School Age:</i> School age respite is provided for youth ages who are 6 through 18 years of age.</p>	<p>A TRS respite provider must be:</p> <ul style="list-style-type: none"> <li>• licensed as a childcare center by DFPS, in accordance with 26 TAC 746; and</li> <li>• certified as a TRS Provider by the Texas Workforce Commission (TWC), in accordance with TWC certification criteria available at: <a href="https://texasrisingstar.org/wp-content/uploads/2016/08/TRS-Guidelines-2016-Revisions-FINAL-reduced.pdf">https://texasrisingstar.org/wp-content/uploads/2016/08/TRS-Guidelines-2016-Revisions-FINAL-reduced.pdf</a>;</li> <li>• must be at least 18 years of age;</li> <li>• must have a current Texas driver’s license; and</li> <li>• must pass a criminal history and abuse registry checks</li> </ul>
<p align="center"><b>RESPITE OUT-OF-HOME RCCH</b></p>	<p>Out-of-home respite service at a Registered Child Care Home (RCCH) is provided on a short-term basis because of the absence of or need for relief for the LAR or other primary caregiver of a YES Waiver participant. Respite provided by a RCCH is divided into preschool age and school age groups, in accordance with the following: <i>Preschool Age:</i> Preschool age respite is provided for youth ages 3 to 5 years old. <i>School Age:</i> School age respite is provided for youth who are 6 through 18 years of age.</p>	<p>Respite service provider must be a childcare home registered with DFPS, in accordance with 26 TAC 747</p>

<p align="center"><b>RESPITE OUT-OF-HOME RCCH-TRSP</b></p>	<p>Out-of-home respite service at a RCCH, TRS Provider, is provided on a short-term basis because of the absence of or need for relief for the LAR or other primary caregiver of a YES Waiver participant.</p> <p>Respite provided by a TRS Provider is divided into preschool age and school age groups, in accordance with the following:</p> <p><i>Preschool Age:</i> Respite for the preschool age group serves youth ages 3 to 5 years old.</p> <p><i>School Age:</i> Respite for the school age group serves youth who are 6 through 18 years of age.</p>	<p>A TRS respite provider must be:</p> <ul style="list-style-type: none"> <li>• registered as a childcare home by DFPS, in accordance with</li> <li>• 26 TAC 747; and</li> <li>• certified as a TRS Provider by the TWC, in accordance with TWC certification criteria, available at: <a href="https://texasrisingstar.org/wp-content/uploads/2019/03/TRS-Guidelines-March-2019FINAL.pdf">https://texasrisingstar.org/wp-content/uploads/2019/03/TRS-Guidelines-March-2019FINAL.pdf</a></li> </ul>
<p align="center"><b>RESPITE OUT-OF-HOME RCC OTHER</b></p>	<p>Out-of-home respite service at a residential childcare is provided on a short-term basis because of the absence of or need for relief for the LAR or other primary caregiver of a YES Waiver participant.</p> <p>Respite at a residential childcare can be provided in the following DFPS verified or licensed settings:</p> <ul style="list-style-type: none"> <li>• foster home;</li> <li>• child-placing agency; or</li> <li>• General Residential Operation (GRO).</li> </ul>	<ul style="list-style-type: none"> <li>• Foster Family Provider: a respite service provider must be a foster family verified with the Department of Family and Protective Services, in accordance with 26 TAC 749.</li> <li>• Child Placing Agency Provider: a respite service provider must be a child placing agency licensed with the DFPS, in accordance with 26 TAC 749.</li> <li>• GRO Provider: a respite service provider must be a residential childcare operation, in accordance with 26 TAC 748 or a Waiver Provider agency certified by HHSC as a Local Mental Health Authority or a Local Behavioral Health Authority.</li> </ul>
<p align="center"><b>COMMUNITY LIVING SUPPORTS (CLS)</b></p>	<p>Community living supports are provided to the Waiver participant and family to facilitate the Waiver participant's achievement of documented goals for community inclusion and remaining in their home. The supports may be provided in the Waiver participant's residence or in community settings (including but not limited to libraries, city pools, camps, etc.) Community living supports provide assistance to the family caregiver in the disability-related care of the Waiver participant, while facilitating the Waiver participant's independence and integration into the community. The training in skills related to activities of daily living, such as personal hygiene, household chores, and socialization may be included, if these skills are affected by the Waiver participant's SED.</p> <p>Community living supports may also promote communication, relationship-building skills, and integration into community activities. These supports must be targeted at enabling the Waiver participant to attain or maintain their maximum potential. These supports may serve to reinforce skills or lessons taught in school, therapy, or other settings. Training may be provided to both the caregiver and</p>	<p>CLS services must be provided by a credentialed QMHP-CS, defined as an individual who:</p> <ul style="list-style-type: none"> <li>• has a bachelor's degree from an accredited college or university with a minimum number of hours that is equivalent to a major, in accordance with 25 TAC §412.316(d), in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention; or</li> <li>• is a registered nurse (RN); or</li> <li>• has completed an alternative credentialing process identified by the Department of State Health Services; or</li> <li>• has a master's degree from an accredited college or university with a minimum number of hours that is equivalent to a major in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention; and</li> </ul>

	<p>the Waiver participant, dependent upon the Waiver participant's age, on the nature of the emotional disorder, the role of medications, and self-administration of medications.</p> <p>Training can also be provided to the Waiver participant's primary caregivers to assist the caregivers in coping with and managing the Waiver participant's emotional disturbance. This includes instruction on basic parenting skills and other forms of guidance. Basic parenting skills for this population are those practices and techniques that are intended to help natural or adoptive parents who may also be experiencing personal stress and family difficulties with a child who is having difficulty with behavior, friendships, emotional regulation, or school performance.</p>	<ul style="list-style-type: none"> <li>• in addition to passing a criminal history and background check</li> </ul>
<p><b>FAMILY SUPPORTS</b></p>	<p>Family supports provides peer mentoring and support to the primary caregivers; engages the family in the treatment process; models self-advocacy skills; provides information, referral and non-clinical skills training; maintains engagement; and assists in the identification of natural/non-traditional and community support systems.</p>	<p>A family support provider must:</p> <ul style="list-style-type: none"> <li>• have a high school diploma, or a high school equivalency certificate issued in accordance with the law of the issuing state; and</li> <li>• pass a criminal history and effectively with Waiver participants and their families.</li> </ul> <p>In addition to at least one of the following:</p> <ul style="list-style-type: none"> <li>• one cumulative year of receiving mental health community services for a mental health disorder; or</li> <li>• one cumulative year of experience navigating the mental health system as the parent or primary caregiver of a child/youth receiving mental health community services; and</li> <li>• be under the direct clinical supervision of a master's level therapist and receive, at a minimum, an hour of monthly supervision. The supervisor must document and maintain all supervision notes in the family support provider file.</li> </ul>
<p><b>EMPLOYMENT ASSISTANCE</b></p>	<p>Employment assistance is assistance provided to an individual as identified during the person-centered planning process to help the individual locate paid employment at or above minimum wage in an integrated employment setting in the community and meet the individual's personal and career goals. Transporting the individual to help the individual locate paid employment in the community is a billable activity within the service.</p> <p>Employment assistance includes:</p> <ul style="list-style-type: none"> <li>• identifying the participant's employment preferences, job skills, and requirements for a work setting and work conditions;</li> </ul>	<p>A provider of employment assistance must:</p> <ul style="list-style-type: none"> <li>• be at least 18 years of age;</li> <li>• maintain a current driver's license, and insurance if transporting the participant;</li> <li>• pass a criminal history and background check; and</li> <li>• have one of the following: <ul style="list-style-type: none"> <li>○ a bachelor's degree in rehabilitation, business, marketing, or a related human services field and six months of paid or unpaid experience providing services to people with disabilities; or</li> <li>○ an associate's degree in rehabilitation, business, marketing, or a related human services field and one year of paid or unpaid experience providing services to people with disabilities; or</li> <li>○ a high school diploma or certificate of high school equivalency (GED credentials) and two</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• locating prospective employers offering employment compatible with the participant’s identified preferences, skills, and requirements; and</li> <li>• contacting a prospective employer on behalf of the participant and negotiating their employment.</li> </ul>	<p>years of paid or unpaid experience providing services to people with disabilities.</p>
<p><b>PRE-ENGAGEMENT SERVICES</b></p>	<p>An LMHA/LBHA may bill YES Pre-engagement, one time through a manual process, for reimbursement for administrative activities provided in an effort to enroll an individual into the YES Waiver, when another Medicaid service cannot be billed for these activities.</p> <p>Administrative activities refer to assessments, youth and family contacts, assistance obtaining paperwork necessary for determining Medicaid eligibility, and any other services necessary for Waiver eligibility and enrollment.</p>	<p>Pre-engagement services must be provided by a credentialed QMHP–CS or QMHP–CS equivalent, defined as an individual who:</p> <ul style="list-style-type: none"> <li>• has a bachelor's degree from an accredited college or university with a minimum number of hours that is equivalent to a major, as determined by the LMHA/LBHA, in accordance with 25 TAC §412.316(d), in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention; or</li> <li>• is a registered nurse (RN); or</li> <li>• has completed an alternative credentialing process identified by HHSC; or</li> <li>• has a master's degree from an accredited college or university with a minimum number of hours that is equivalent to a major in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention; and</li> <li>• must pass a criminal history and background check</li> </ul>
<p><b>PARAPROFESSIONAL SERVICES</b></p>	<p>Services related to addressing the Waiver participant's needs that arise as a result of their SED. These services contribute to the functioning of the Waiver participants in the community and thereby assist Waiver participants in avoiding institutionalization. The services are essential to promote community inclusion in typical child/youth activities and exceed what would normally be available for children in the community. The paraprofessional is a behavioral aide supporting the Waiver participant to meet the behavioral goals outlined in their plan. The paraprofessional may model and coach appropriate behaviors. Paraprofessional services are provided under the direction of a licensed behavioral health professional. There are three types of paraprofessional services:</p>	<p>A provider of paraprofessional services must:</p> <ul style="list-style-type: none"> <li>• be at least 18 years of age;</li> <li>• have received: o a high school diploma; or</li> <li>• a high school equivalency certificate issued in accordance with the law of the issuing state;</li> <li>• have a minimum of one year of documented full-time experience working with the SED population. Experience may be considered if the documented experience includes activities that are comparable to services specified under the service description;</li> <li>• demonstrate competency in the provision and documentation of the specified or comparable service. Competency is assessed and documented by the Waiver Provider agency and reviewed by HHSC;</li> <li>• pass a criminal history and background check;</li> <li>• be under the direct clinical supervision of a master’s level therapist and receive, at a minimum, one hour of monthly supervision. The supervisor</li> </ul>

	<p>Services include:</p> <ul style="list-style-type: none"> <li>• Skilled mentoring and coaching: mentoring is provided by a person who has had additional training/experience working with children/youth with mental health problems. For example, a teenager with severe behavior problems may require mentoring from a person with behavioral management expertise.</li> <li>• Paraprofessional Aide: this service may be reimbursed if delivered in a setting where provision of such support is not already required or included as a matter of practice. The aide assists the Waiver participant in preventing and managing behaviors stemming from SED that create barriers to inclusion in integrated community activities such as after-school care or day care.</li> <li>• Job placement: assistance in finding employment. Job placement can be provided by the paraprofessional to assist the Waiver participant with developing a resume and completing applications. Job placement is not supported employment or employment assistance.</li> </ul>	<p>must document and maintain all supervision notes in the paraprofessional's file.</p>
<p><b>ADAPTIVE AIDS AND SUPPORTS</b></p>	<p>YES Waiver Adaptive Aids and Supports (AA&amp;S) are goods and/or services that are intended to support the underlying mental health need of the participant and are determined to be medically necessary to help the participant remain in the home and community and avoid an out-of-home placement.</p> <p>AA&amp;S are provided in combination with other YES Waiver services to help decrease or eliminate barriers to services and to increase participants' access to their community. AA&amp;S are not applicable for use by anyone other than the YES participant.</p> <p>Adaptive aids and supports include:</p> <ul style="list-style-type: none"> <li>• Therapeutic Peer Support</li> <li>• Therapeutic equipment</li> </ul>	<p><u>Provider Qualifications:</u></p> <p>License: n/a</p> <p>Certification: n/a</p> <p>Other Standards: Adaptive Aids and Supports may be provided by service and equipment suppliers or specialized groups approved by the waiver provider agency and DSHS.</p> <p>Adaptive Aids and Supports and Minor Home Modifications combined limit of \$5,000 for minor home modifications and AA&amp;S, per 365-day IPC period. The amount approved cannot exceed the annual cost limit.</p> <p>If the is cost is over \$500.00, obtain three bids.</p> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver</p>

<p style="text-align: center;"><b>MINOR HOME MODIFICATIONS</b></p>	<p>Minor Home Modifications are services related to addressing the Waiver participant's need(s) that arise as a result of their SED and are medically necessary. These services contribute to the functioning of the Waiver participants in the community and thereby assist Waiver participants in avoiding institutionalization. These services include home accessibility/safety adaptations physical adaptations to the Waiver participant's residence, required by the Waiver participant's service plan, that are necessary to ensure the health, welfare and safety of the participant. Minor home modifications must be age appropriate and related to specific therapeutic goals. The provider agency will be required to maintain written documentation of reasonable cost for services.</p> <p>Home accessibility adaptations may not be furnished to adapt living arrangements that are owned or leased by providers of Waiver services. Excluded are those adaptations or improvements to the home that are of general utility and are not of direct medical or remedial benefit to the participant. Adaptations that add to the total square footage of the home are excluded from this benefit except when necessary to complete an adaptation (e.g., in order to improve entrance/egress to a residence or to configure a bathroom to accommodate a wheelchair. Minor home modifications include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• alarm systems;</li> <li>• alert systems; and</li> <li>• other safety devices.</li> </ul>	<p>Minor Home Modifications must be age appropriate and related to specific therapeutic goals. The Waiver Provider is required to maintain written documentation of reasonable cost for services.</p> <p>Adaptive Aids and Supports and Minor Home Modifications have a collective limit of \$5,000 annually.</p> <p>If the is cost is over \$500.00, obtain three bids.</p> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver</p>
<p style="text-align: center;"><b>NON-MEDICAL TRANSPORTATION</b></p>	<p>Non-medical transportation enables Waiver participants to gain access to Waiver and other community services, activities and resources, as specified by the Wraparound Plan. This service is in addition to, not instead of, medical transportation required under 42 CFR §431.53 and transportation services under the State Plan. Transportation services under the Waiver are offered in accordance with the Waiver participant's service plan. This service shall be made available after other transportations already available through formal and natural supports have been exhausted.</p>	<p>provider of non-medical transportation must:</p> <ul style="list-style-type: none"> <li>• be over the age of 18;</li> <li>• have a valid Texas driver's license and insurance appropriate to the vehicle used to provide the transportation; and be a:</li> <li>• member of the Waiver Provider agency staff; or</li> <li>• direct service provider subcontracted with the Waiver Provider agency; and</li> <li>• pass a criminal history and background check</li> </ul>

<p style="text-align: center;"><b>SPECIALIZED THERAPIES ANIMAL ASSISTED THERAPY</b></p>	<p>In animal assisted therapy, animals are utilized in goal directed treatment sessions, as a modality, to facilitate optimal physical, cognitive, social and emotional outcomes of a Waiver participant such as increasing self-esteem and motivation and reducing stress. Animal-assisted therapy is delivered in a variety of settings by specifically trained individuals in association with animals that meet specific criteria and in accordance with guidelines established by the American Veterinary Medical Association. Example programs include but are not limited to Therapeutic Horseback Riding and Pet Partners.</p>	<p>An animal-assisted therapy provider must:</p> <ul style="list-style-type: none"> <li>• be a licensed professional, with documented training and experience relative to the specific service provided. These may include a: clinical social worker; professional counselor; marriage and family therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; and</li> <li>• animal-assisted therapy providers and their animals must be appropriately trained and obtain certification through a YES Waiver endorsed certification program specific to the type of program and animal(s) involved.</li> </ul> <p>Animal Certification Programs YES Waiver-endorsed certification programs include:</p> <ul style="list-style-type: none"> <li>• Pet Partners program;</li> <li>• Equine Assisted Growth and Learning Association (EAGALA);</li> <li>• Professional Association of Therapeutic Horsemanship (PATH) International; and</li> <li>• Trauma Focused Equine Assisted Psychotherapy (TF-EAP)</li> </ul> <p>Other certification programs are subject to approval by the HHSC YES Waiver Department, upon request by the CWP or the WPO. CWPs are responsible for verifying the qualifications of all employees and subcontractors. HHSC conducts annual onsite or desk reviews of Waiver Provider agencies to ensure compliance with the Waiver Provider agreement.</p>
<p style="text-align: center;"><b>SPECIALIZED THERAPIES ART THERAPY</b></p>	<p>Art therapy is a human service profession in which Waiver participants, facilitated by the art therapist, use art media, the creative process, and the resulting artwork to explore their feelings, reconcile emotional conflicts, foster self-awareness, manage behavior, develop social skills, improve reality orientation, reduce anxiety, and increase self-esteem.</p>	<p>An art therapy provider must be:</p> <ul style="list-style-type: none"> <li>• a licensed professional, with documented training and experience relative to the specific service provided. These may include a clinical social worker; professional counselor; marriage and family therapist; drama therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or</li> <li>• certified by the Art Therapy Credentials Board (ATCB).</li> </ul>
<p style="text-align: center;"><b>SPECIALIZED THERAPIES NUTRITIONAL COUNSELING</b></p>	<p>Nutritional counseling assists Waiver participants in meeting their basic and/or special therapeutic nutritional needs. This includes but is not limited to counseling Waiver participants in nutrition principles, dietary plans, and food selection and economics.</p>	<p>A nutritional counseling provider must be provided by a person who is a registered, licensed, or provisionally licensed dietitian by the Texas Board of Examiners of Dietitians. CWPs are responsible for verifying the qualifications of all employees and subcontractors. HHSC conducts annual onsite or desk reviews of Waiver Provider agencies to ensure compliance with the Waiver Provider agreement. During these reviews,</p>

		<p>HHSC also verifies the qualifications of Waiver Provider agency employees and subcontractors.</p>
<p><b>SPECIALIZED THERAPIES MUSIC THERAPY</b></p>	<p>Music therapy utilizes musical or rhythmic interventions specifically selected by a registered music therapist to accomplish the restoration, maintenance, or improvement of social or emotional functioning, mental processing, or physical health. Music therapy is a prescribed use of music to therapeutically address physical, psychological, cognitive, or social functioning to optimize the individual's quality of life, improve functioning on all levels, enhance well-being and foster independence. Music therapy provides an opportunity to move from isolation into active participation through an increase in verbal and nonverbal communication, social expression, behavioral and social functioning, and self-awareness.</p>	<p>A music therapy provider must be:</p> <ul style="list-style-type: none"> <li>• a licensed professional, with documented training and experience relative to the specific service provided. These may include a: clinical social worker; professional counselor; marriage and family therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or</li> <li>• certified by the Certification Board for Music Therapists (CBMT) with documented training and experience relative to the specialized therapy being provided.</li> </ul>
<p><b>SPECIALIZED THERAPIES RECREATIONAL THERAPY</b></p>	<p>Recreational therapy is an outcome based therapeutic intervention that helps maintain or improve participants physical, social, and emotional well-being. The goal of recreational therapy is to develop self-reliance, resiliency, and improve participant's functioning and independence in the community, while reducing or eliminating the effects of the participants serious mental, emotional and behavioral difficulties. The goal of recreational therapy is to develop self-reliance, resiliency, and improve participant's functioning and independence in the community, while reducing or eliminating the effects of the participants serious mental, emotional and behavioral difficulties.</p> <p>Recreational therapy helps develop leisure time in ways that enhance health, independence, and well-being. It is a prescribed use of recreational and other activities as a treatment intervention to improve the functional living competence of persons with physical, mental, emotional, and/or social disadvantages. Treatment is designed to restore, remediate, or habilitate improvement in functioning and independence while reducing or eliminating the effects of an illness or a disability.</p> <p>Recreational activities may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• arts and crafts;</li> <li>• aquatic activities;</li> <li>• dance and movement;</li> <li>• drama/theatre;</li> </ul>	<p>A recreational therapy provider must be:</p> <ul style="list-style-type: none"> <li>• a licensed professional, with documented training and experience relative to the specific service provided. These may include: licensed clinical social worker, licensed professional counselor, licensed marriage and family therapist, registered nurse, licensed vocational nurses, physical therapists, occupational therapists, or licensed dietitians; or</li> <li>• certified by the National Council of Therapeutic Recreation Certification (NCTRS); or</li> <li>• Certified as a Therapeutic Recreation Specialist Texas (TRS/TXC) by Consortium for Therapeutic Recreation/Activities Certification, Inc. (CTRAC).</li> </ul>

	<ul style="list-style-type: none"> <li>• experiential interventions;</li> <li>• games;</li> <li>• outdoor recreation;</li> <li>• sensory stimulation and integration;</li> <li>• sports; and</li> <li>• yoga.</li> </ul>	
<p><b>SUPPORTED EMPLOYMENT</b></p>	<p>Supported Employment means assistance provided, in order to sustain competitive and integrated employment, to an individual who, because of a disability, requires intensive, ongoing support to be self-employed, work from home, or perform in a work setting at which individuals without disabilities are employed. Supported employment includes employment adaptations, supervision, and training related to an individual's assessed needs. Individuals receiving supported employment earn at least minimum wage (if not self-employed). Supported employment includes:</p> <ul style="list-style-type: none"> <li>• employment adaptations;</li> <li>• supervision; and</li> <li>• training related to a participant's assessed needs.</li> </ul>	<p>A provider of supported employment must:</p> <ul style="list-style-type: none"> <li>• be at least 18 years of age;</li> <li>• maintain a current driver's license, and insurance if transporting the participant;</li> <li>• pass a criminal history and background check; and</li> <li>• have one of the following: <ul style="list-style-type: none"> <li>o a bachelor's degree in rehabilitation, business, marketing, or a related human services field and six months of paid or unpaid experience providing services to people with disabilities;</li> <li>o an associate's degree in rehabilitation, business, marketing, or a related human services field and one year of paid or unpaid experience providing services to people with disabilities; or</li> <li>o a high school diploma or certificate of high school equivalency (GED credentials) and two years of paid or unpaid experience providing services to people with disabilities.</li> </ul> </li> </ul>
<p><b>SUPPORTIVE FAMILY BASED ALTERNATIVES (SFA)</b></p>	<p>Supportive Family-Based Alternatives are designed to provide therapeutic support to the Waiver participant and to model appropriate behaviors for the Waiver participant's family with the objective of enabling the Waiver participant to successfully return to their family and live in the community with their family. Supportive family-based alternatives include services required for a Waiver participant to temporarily reside within a home other than the home of their family. The support family must include at least one adult living in the home and no more than four non-related individuals may live in the home. The support family must have legal responsibility for the residence and either own or lease the residence. The home must be located in a typical residence in the community and provide an environment that assures community integration, health, safety and welfare of the Waiver participant. The support family must provide services as authorized in the Waiver participant's service plan. Services may include:</p> <ul style="list-style-type: none"> <li>• age and individually appropriate guidance regarding and/or assistance with the activities of daily living and instrumental</li> </ul>	<p>SFA services may be provided through one of the following:</p> <ul style="list-style-type: none"> <li>• foster family: a foster family verified with DFPS in accordance with 26 TAC 749.</li> <li>• child placing agency: a child placing agency licensed with DFPS, in accordance with 26 TAC 749. The child placing agency must recruit, train, and certify the support family and coordinate with the support family.</li> </ul>

	<p>activities of daily living (ambulating, bathing, dressing, eating, getting in and out of bed, grooming, personal hygiene, money management, toileting, communicating, performing household chores, and managing medications);</p> <ul style="list-style-type: none"> <li>• securing and providing transportation;</li> <li>• reinforcement of counseling, therapy, and related activities;</li> <li>• assistance with medications and performance of tasks delegated by a registered nurse or physician;</li> <li>• supervision of the participant for safety and security;</li> <li>• facilitating inclusion in community activities, social interaction, use of natural supports, participation in leisure activities, and development of socially valued behaviors; or</li> <li>• assistance in accessing community and school resources.</li> </ul>	
<p><b>TRANSITIONAL SERVICES</b></p>	<p>Transitional services are a one-time, non-recurring allowable expense provided to participants who transition from an institution, provider-operated setting, or family home to their own private community residence. Assistance may include:</p> <ul style="list-style-type: none"> <li>• utility and security deposits for the home or apartment;</li> <li>• needed household items such as linens and cooking utensils;</li> <li>• essential furnishings;</li> <li>• moving expenses; or</li> <li>• services necessary to ensure health and safety in the home or apartment (e.g. pest eradication, allergen control, or one-time cleaning).</li> </ul>	<p>Transitional services are provided either directly through the staff members of the CWP or through an outside vendor subcontracted with the CWP (e.g. furniture store, grocery store, or moving company). The CWP must demonstrate to HHSC that services provided meet the requirements of the participant's IPC.</p> <p>Transitional services are paid as a one-time, non-recurring expense, to a maximum of \$2,500, per participant. Failure to use the full \$2,500 at one time will result in a loss of the remainder amount. Costs for all Waiver services cannot exceed the individual annual cost ceiling established under the Waiver.</p>

## Procurement Protocols & RFA Response Package Instructions

### Notice to Interested Parties

Sealed Proposals, if mailed please mail to: Emergence Health Network, Attention: Purchasing Department, 8730 Boeing Dr., El Paso, Texas 79925. 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  
Fax: (915) 351-4703  
Attention: Purchasing Department

Proposals must be in a sealed envelope and the subject line of the email must state:  
**"Specialized Therapy and Services for Youth Empowerment Services (YES)  
RFA # 21-001"**

### Response & Communication Protocols

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@ehnel Paso.org](mailto:bidquestions@ehnel Paso.org). Solicitation number and title must be on the "Subject Line" of the email.

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

<b>October 20, 2020</b>	RFA Issued
<b>Open</b>	Continuous RFA

## 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
- Documentation of Contractor's professional and educational qualifications for services to be delivered including copies of certifications, licenses, and/or registrations

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 evaluator 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 narrative detailing the qualifications of your company, please list the qualifications, physical location, and background of the personnel who will be directly involved with this account.
- Provide a statement that criminal background checks have been conducted, or will be conducted prior to the start of services, on all employees who will be working on the EHN account. It shall be the provider's responsibility to provide for the safety of workers and the public in compliance with the requirements of insurance and public health and safety. Emergence Health Network requires all workers on-site to have a company badge and to sign in at each facility they are performing work at. A State level background check with the Texas Department of Public Safety to also include Sex offender and fingerprinting data must be completed and turned into the Department of Human Resources prior to working on EHN sites. EHN has the right to remove workers who are not in compliance with these safety requirements.
- If applicable provide a list of all your current group health governmental clients along with contact, number of employees, and years of service.

- If applicable proposer must disclose if it is involved in any current or pending litigation. Disclosure will NOT be grounds for automatic disqualification of Offeror; however, failure to disclose will be grounds for termination and seeking of remedies allowed by law or equity
- Technical Information and infrastructure requirements - In this section, Emergence Health Network is looking for detailed technical information about your software solution, as well as the infrastructure requirements needed to successfully deploy your application. Please detail the hardware, network, and communication infrastructure requirements and third-party software needed to support your application, as well as any other technical information you deem necessary to understand how to fully deploy and support your application.

#### OPTIONAL FEATURES, PRODUCTS, AND SUPPLEMENTAL SERVICES

Respondents are encouraged to submit and describe in detail in their Offers 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 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.

#### CUSTOMER REFERENCES

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

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

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

#### TERM

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

#### PROPOSAL PRICING

Pricing is subject for authorized services and/or to 100% of the Medicaid reimbursement rates. EHN has applied a 10% processing and administrative fee. If applicable pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for an explanation. EHN will select and award the products and services that best meet its needs.

SERVICE NAME	RATES
<ul style="list-style-type: none"> <li>The unit designation for each specialized therapy is 15-minutes. One 15-minute increment is billed as one unit</li> <li>In order to bill for a unit of providing a specialized therapy service, the entire unit must be provided to participant, face-to-face.</li> <li>A therapist who participates in a Child and Family Team Meeting in-person is permitted to bill for a maximum of one hour, for each child and Family Team meeting attended.</li> </ul>	
COMMUNITY LIVING SUPPORT	\$22.52
EMPLOYMENT ASSISTANCE	\$5.63
SUPPORTED EMPLOYMENT	\$5.87
NON-MEDICAL TRANSPORTATION	\$0.50
FAMILY SUPPORT	\$5.63
PARAPROFESSIONAL	\$5.54
PRE-ENGAGEMENT SERVICES	\$14.27
RESPIRE	\$18.80
RESPIRE OUT-OF-HOME	\$2.21
RESPIRE OUT-OF-HOME LCCC	PRESCHOOL \$4.79/SCHOOL AGE \$4.65
RESPIRE OUT-OF-HOME LCCC/TRSP	PRESCHOOL \$5.05/SCHOOL AGE \$4.99
RESPIRE OUT-OF-HOME LCCH	PRESCHOOL \$4.41/SCHOOL AGE \$4.37
RESPIRE OUT-OF-HOME LCCH/TRSP	PRESCHOOL \$4.65/SCHOOL AGE \$5.06
RESPIRE OUT-OF-HOME RCCH	PRESCHOOL \$4.28/SCHOOL AGE \$3.45
RESPIRE OUT-OF-HOME RCCH/TRSP	PRESCHOOL \$4.49/SCHOOL AGE \$3.67
RESPIRE OUT-OF-HOME RCC (OTHER)	FOSTER FAMILY \$79.76/AGENCY \$61.18/GRO \$103.90
SUPPORTIVE FAMILY-BASED ALTERNATIVE	SUPPORT FAMILY \$62.33/AGENCY \$61.18
NUTRITIONAL COUNSELING	\$12.44
ANIMAL ASSISTED THERAPY	\$19.36
ART THERAPY	\$19.36
MUSIC THERAPY	\$19.36
RECREATIONAL THERAPY	\$19.36

- EHN agrees to pay Provider based upon the above schedule for fiscal year 2018 (beginning on September 1) and every fiscal year thereafter. The effective date of rate is as of November 1<sup>st</sup>, 2018.
- Payment to Provider is contingent upon appropriations by the legislature of the State of Texas for funding of the services contemplated under this Agreement.
- Travel expenses will not be reimbursed.
- Provider expressly understands and agrees that EHN shall render no payment whatsoever to Provider for Covered Services provided to an individual who has not been referred to Provider.
- Payment for Covered Services is conditioned upon the Provider completing the documentation necessary for EHN to process the claim(s). The documentation must meet standards, reporting requirements and rules set forth by EHN.
- If EHN overpays Provider for any reason, Provider hereby authorizes EHN to offset the amount of such

payments against future payments to Provider, upon reasonable notice to Provider and submission to Provider of appropriate supporting documentation. If EHN underpays Provider for any reason, EHN will pay the difference between the amount paid and the amounts payable pursuant to the Agreement within thirty (30) days of discovering such underpayment.

**PAYMENTS AND DISCOUNTS**

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 AND EVALUATION CRITERIA**

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, criteria is based on the TAC Title 25, Chapter 412, Subchapter B:

<b>AWARD CRITERIA AND SCORING</b>	<b>MAXIMUM SCORE</b>
<p style="text-align: center;"><b>Experience/Capabilities in Providing the Service:</b></p> <ul style="list-style-type: none"> <li>• Number of years of experience providing crisis respite services.</li> <li>• Demonstrated ability to satisfactorily provide all required services.</li> <li>• Staffing patterns: number of years of relevant experience per shift.</li> <li>• Access to clinical supervision.</li> <li>• References.</li> <li>• Responses in full throughout listed Exhibits.</li> <li>• Description of how program will operate.</li> </ul>	<b>50%</b>
<p style="text-align: center;"><b>Financial Viability:</b></p> <ul style="list-style-type: none"> <li>• Company must proof viability and sustainability for entire contract award period stated.</li> </ul>	<b>10%</b>
<p style="text-align: center;"><b>Risk Profile:</b></p> <ul style="list-style-type: none"> <li>• Process in place for evaluation of services provided including quality of services, satisfaction of contracting entities and customers.</li> <li>• Evidence of follow-up improvement activities based on results of evaluations.</li> <li>• Evidence of in-service staff training: topics, frequency, mode.</li> <li>• Stable workforce evaluated on turnover and tenure reports.</li> <li>• Retention efforts identified.</li> <li>• Provisions for confidentiality of calls and information.</li> <li>• Financial resources enough to satisfactorily provide the services.</li> <li>• Number of years in business.</li> </ul>	<b>40%</b>
<b>TOTAL NUMBER OF POSSIBLE POINTS</b>	<b>100%</b>

**QUALITY ASSURANCE**

EHN and the contractor will collaborate to create a quality assurance system that entails the following components:

- Monitor and evaluate service performance and outcome data to identify needs for additional training or collaboration with key stakeholders and community partners to immediately address roadblocks in

the service delivery system.

- Ensure compliance with record maintenance and documentation consistent with state and federal regulations by conducting desk reviews of service records, on-site reviews evaluating adherence to clinical design by providers implementing crisis services, and monitoring services through EHN's electronic medical records system (My Avatar-Anasazi).
- Ensure crisis respite sites are compliant with all state and federal safety regulations.
- On a monthly basis, EHN will monitor impact on access and quality of services through data collection. EHN will assess the impact of interventions based on standardized quantitative measures and qualitative analysis relevant to the target population. Examples of data sources include:
  - Standardized assessments of functional, mental and health status
  - Medical and service encounter records
  - Participant surveys and contractor surveys.

EHN will evaluate performance outcome data to identify needs for additional training or collaboration with key stakeholders and community partners to immediately address roadblocks in the service delivery system.

EHN will also conduct desk reviews of service records and on-site reviews evaluating adherence to clinical design by providers implementing new crisis services. The first quality assurance review will be conducted 60 days after program initiation and routine reviews will be scheduled every six months.

#### REPORTING

By the tenth (10th) day of the month, Provider will submit a report of activities for the preceding month to EHN containing the following information:

- Names of EHN-referred individuals seen by Provider;
- Description of any complaints received from EHN referred individuals (or their LAR), identifying those resolved to the individual's (or LAR's) satisfaction within 14 days from the date of complaint; and
- Number and documentation of all incidents of restraint and seclusion of EHN-referred individuals.
- Number of EHN-referred individuals with MH who did not transition back to home from crisis respite within fourteen (14) calendar days.
- All significant risk events involving individuals served under this Agreement must be documented on an EHN Event Report immediately after occurrence. The original report must be routed to the person and in the manner designated by EHN. In no event shall these reports be routed later than twenty-four (24) hours of knowledge of the event of:
- Any allegation of abuse, neglect, and/or exploitation of EHN-referred individuals that involves Provider and/or Personnel;
- Any significant incidents, injuries, or illnesses related to EHN-referred individuals; or Any death of an EHN-referred individual, whereby Provider has been made aware

Providers are responsible for meeting the following YES Waiver Requirements and trainings:

- Provider Credentialing
- Criminal history and background checks (Completed by EHN)
- Initial TB and drug screening
- Reporting critical incidents
- Reporting abuse neglect and exploitation
- Medication Management
- Use of restrictive interventions
- General training and technical assistance
- YES Waiver Program visibility

- First Aid and CPR
- NWIC Trainings (Online training: <https://theinstitutecf.umaryland.edu/profile/index.cfm>  
Please create login account and send certificates to EHN staff once completed)
- Service documentation
- Crisis Planning
- HIPAA training and confidentiality
- DFPS Trauma Informed Care (Online training:  
[https://www.dfps.state.tx.us/Training/Trauma Informed Care/default.asp](https://www.dfps.state.tx.us/Training/Trauma%20Informed%20Care/default.asp))

In addition, YES Waiver Providers must assume role-specific responsibilities as conveyed in YES Waiver policies and must adhere to all YES contract stipulations.

## 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 the [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 to 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.

#### 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 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, proposal may be disregarded and given no consideration.

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

All costs associated with the Services, as defined by this 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/IFB will be considered noncompliant.

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

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 Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

18. CHANGES IN SPECIFICATIONS

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

19. PROPOSAL IDEAS AND CONCEPTS

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

20. BID/PROPOSAL DISCLOSURES

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

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 IFB/RFA) 20 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form "Appendix E), in which the vendor must disclose any covered affiliation or business relationship with EHN personnel that might cause a conflict of interest with a local government entity. The EHN appointed officials and employees listed in Appendix G will award or make recommendations for the awarding of

a contract. By law, a completed questionnaire must be filed with EHN. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this 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 contract in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

32. INDEPENDENT CONTRACTOR

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

33. ASSURANCES

Proposer, in responding, represents the following:

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



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

**Appendix A**

**EHN SIGNATURE PAGE**

**Specialized Therapy and Services for Youth Empowerment Services (YES)**  
**RFA # 20-001**  
 Vendor must meet specifications  
**\*\*\*THIS MUST BE THE FIRST PAGE ON PROPOSAL\*\*\***

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy with the application to: Emergence Health Network, Attention: Purchasing Department. 8730 Boeing Dr., El Paso, TX. 79925 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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Bid/Proposal Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Description of commodities/specifications: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

Name of Subcontractor/Supplier:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Is the subcontractor a certified HUB? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

Percentage amount of contract with subcontractor /supplier: % \_\_\_\_\_

Description of materials/services performed under agreement with the subcontractor for 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# 20-001</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 style="text-align: center;">_____ Signature of the person doing business with the governmental entity      Date _____</p>	

**Appendix E**



**CERTIFICATION REGARDING LOBBYING**

**PART A. PREAMBLE**

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

**PART B. CERTIFICATION**

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

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

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

Do you have, or do you anticipate having covered sub-awards under this transaction?

- Yes  
 No

<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  
Fax: (915) 351-4703

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RE: Specialized Therapy and Services for Youth Empowerment Services (YES) RFA # 20-001

Dear Applicant:

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

Attached is a copy of the questionnaire.

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

EHN Officers:

Joyce Wilson, Chair  
Dr. Peter M. Thompson, Vice-Chair  
Rick Myer, PH.D. Secretary  
David Stout  
Thomas Goldfarb  
Alexsandra Anello

EHN Employees:

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

## Appendix G

### **SOLICITATION CHECKLIST** **Specialized Therapy and Services for Youth Empowerment Services (YES) RFA # 20-001** **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 and an electronic copy submitted to [RFP@ehnel Paso.org](mailto:RFP@ehnel Paso.org) of your response?

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

Did you sign all documents?

- EHN Signature Page (Appendix A, Pg. 36)
- Deviation Form (Appendix B, Pg. 37)
- Hub Subcontracting Plan Historically Underutilized Business (Appendix C, Pg. 38)
- Conflict of Interest Questionnaire (Appendix D, Pg. 39)
- Certification Regarding Lobbying (Appendix E, Pg. 40)
- Transmittal letter (Pg. 17)
- Insurance Coverage (Pg. 30)
- Summary of Proposal (Pg. 17)
- Financial Consideration (Pg. 18)
- Customer References (Pg. 18)

## Appendix H

### ACRONYMS

ATCB - Art Therapy Credentials Board  
 AA&S – Adaptive Aids and Supports  
 ACEO – Associate Chief Executive Officer  
 AP – Accounts Payable  
 AR - Accounts Receivable  
 BAA – Business Associate Agreement  
 BAFO – Best and Final Offer  
 CBMT - Certification Board for Music Therapists  
 CEO – Chief Executive Officer  
 CFR – Code of Federal Regulations  
 CIQ – Conflict of Interest Questionnaire  
 CLS – Community Living Supports  
 CTRAC - Consortium for Therapeutic Recreation/Activities Certification  
 CWP – Comprehensive Waiver Provider  
 DFPS – Texas Department of Family and Protective Services  
 DSHS - Department of State Health Services  
 EAGALA - Equine Assisted Growth and Learning Association  
 EHN – Emergence Health Network  
 FEIN – Federal Identification Number  
 GRO – General Residential Operation  
 HHSC – Health and Human Services Commission  
 HIPAA - Health Insurance Portability and Accountability Act  
 HR – Human Resources  
 LAR - Legally Authorized Representative  
 LCCC – Licensed Child Care Center  
 LCCH – Licensed Child Care Home  
 LIDDA - Local Intellectual and Developmental Disability Authority  
 LBHA – Local Behavioral Health Authority  
 LMHA – Local Mental Health Authority  
 PATH - Professional Association of Therapeutic Horsemanship  
 QMHP/CS – Qualified Mental Health Professional-Community Services  
 RCCH – Registered Child Care Home  
 RFA – Request for Application  
 SED - Serious Emotional Disturbance  
 SFA – Supported Family-Based Alternatives  
 TAC – Texas Administrative Code  
 TF/EAP - Trauma Focused Equine Assisted Psychotherapy  
 TRS – Texas Recreation Specialist  
 TRS/TXC - Therapeutic Recreation Specialist Texas  
 TRSP – Texas Rising Star Provider  
 TWC – Texas Workforce Commission  
 WPO – Wraparound Provider Organization  
 YES – Youth Empowerment 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.

