Emergence Health Network

Request for Application
RFA #26-004
Emergency Nurse Staffing and Placement Services

Anticipated Schedule of Events

August 24, 2026	RFA Issued
Open and Continuous	Q & A Period Closes
Open and Continuous	Release of Official Response to Questions
Open and Continuous	RFA Due
TBD	Committee Review
TBD	Board Review and Approval

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

REQUEST FOR APPLICATION RFA # 26-004

Emergency Nurse Staffing and Placement Services

Prepared by Emergence Health Network

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General Information

Emergence Health Network Information

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

Background Information and Services to be Provided

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

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

INSPIRE CHANGE STANDARDS

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

BACKGROUND

El Paso MHMR d/b/a Emergence Health Network ("EHN") is a The Joint Commission accredited institution providing quality services direct to consumers at numerous locations throughout the El Paso area and its surrounding communities. EHN currently consists of more than 46 providers, 149 carriers, over 17,679 consumers, 700 employees and over 45 contracted external providers.

EHN operates critical behavioral health and crisis services that require continuous clinical coverage. To maintain uninterrupted operations and ensure patient safety, EHN requires access to a reliable staffing partner capable of providing qualified nursing personnel to fill unexpected vacancies, call-ins, increased census demands, and other emergent staffing needs.

Emergence Health Network invites interested and qualified companies ("Contractor") to submit applications for Emergency Nursing Staffing and Placement Services.

OBJECTIVES
Emergence Health Network (EHN) is seeking proposals from qualified nursing staffing agencies to provide licensed nursing personnel on an emergency and as-needed basis for a 24-hour, seven-day-per-week clinical unit. The selected vendor shall be capable of responding to staffing requests with minimal notice and supplying qualified nurses within a few hours of the staffing request.

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SCOPE of Services

1) The selected agency shall:

a) Staffing Coverage
   i) Provide Registered Nurses (RNs), and/or other nursing personnel as requested by EHN.
   ii) Maintain the capability to provide staffing coverage 24 hours per day, 7 days per week, including weekends and holidays.
   iii) Respond to urgent staffing requests and provide qualified candidates within a few hours of notification.
   iv) Maintain a sufficient staffing pool to support short-notice and emergency staffing needs.

b) Staff Qualifications

All nurses provided by the agency shall:
   i) Possess an active and unrestricted Texas nursing license appropriate to the position.
   ii) Have a minimum of one (1) year of relevant clinical experience, preferably within behavioral health, psychiatric, crisis stabilization, emergency services, or related healthcare settings.
   iii) Demonstrate competency in patient assessment, medication administration, documentation, and crisis intervention.
   iv) Maintain current certifications required by EHN, including:
      (1) Basic Life Support (BLS)
      (2) CPR Certification
      (3) Any additional certifications required by state regulation or EHN policy.

c) Screening and Credentialing Requirements

The agency shall complete and maintain documentation for all assigned personnel, including:
   i) Criminal Background Investigation
   ii) Comprehensive national, state, and local criminal background checks.
   iii) Verification that personnel are free from disqualifying criminal convictions.
   iv) OIG Verification
      (1) Screening against the U.S. Department of Health and Human Services Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE).
      (2) Verification prior to placement and monitoring in accordance with applicable requirements.

d) Additional Exclusion Checks
   i) Verification against applicable federal and state exclusion databases.
   ii) Compliance with Texas Health and Human Services Commission requirements where applicable.

e) License Verification
   i) Verification of active nursing licensure and nursing board status.
   ii) Ongoing monitoring of license expiration dates and disciplinary actions.

f) Employment Verification
   i) Confirmation of prior employment history and professional references.

g) Drug Screening
   i) Pre-employment drug screening meeting industry standards.

h) Orientation and Compliance

The agency shall ensure assigned staff:

i) Complete all EHN-required onboarding requirements.
ii) Comply with HIPAA, confidentiality, patient privacy, and security requirements.
iii) Adhere to EHN policies, procedures, and standards of conduct.
iv) Demonstrate knowledge of behavioral health and crisis care practices as applicable.

i) Service Level Expectations

The agency shall meet the following performance standards:

Requirement	Standard
Emergency staffing requests	Response within 1 hour
Urgent nurse placement	Staff available within 2-4 hours when possible
License verification	100% compliance
OIG screening compliance	100% compliance
Background check compliance	100% compliance
Staffing reliability	Maintain fill rates as specified in contract

2) Vendor Responsibilities

The selected vendor shall:

a) Serve as the employer of record for assigned personnel.
b) Maintain all employment records, payroll, benefits, taxes, and insurance.
c) Carry required professional liability, general liability, and workers' compensation insurance.
d) Notify EHN immediately of any licensure issues, disciplinary actions, exclusions, or findings that may affect a nurse's eligibility to work.
e) Provide credentialing documentation upon request.

3) Reporting Requirements

The contractor shall provide:

a) Monthly staffing utilization reports.
b) Documentation of credentialing compliance.
c) Incident reports involving assigned personnel.
d) Updated lists of available nursing staff and qualifications upon request.

4) Performance Monitoring

EHN reserves the right to:

a) Evaluate performance of contracted personnel.
b) Remove assigned personnel who do not meet EHN standards.
c) Audit credentialing files and compliance documentation.
d) Review staffing response times and fill-rate performance.

5) Contract Term

The anticipated contract term shall be:

a) Initial Term: One (1) year.
b) Renewal Options: Up to four (4) additional one-year renewal periods, subject to performance and

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mutual agreement.

6) Minimum Proposal Requirements
Respondents must provide:
   a) Company profile and years in operation.
   b) Staffing capacity and geographic coverage.
   c) Emergency staffing response methodology.
   d) Sample credentialing and background screening process.
   e) Proof of insurance.
   f) References from healthcare organizations of similar size and complexity.
   g) Pricing structure and rate schedule.

Procurement Protocols & RFA Response Package Instructions

Notice to Interested Parties

Sealed Proposals, if mailed please mail to: Emergence Health Network, Attention: Purchasing Department, 201 E. Main Suite 600, El Paso, Texas 79901. Applications can also be emailed; email attachments shall not exceed 25 MB per email. If your files exceed this limit, please provide a secure shared link (e.g., OneDrive, SharePoint, Dropbox) instead of sending large attachments. Send emails to: RFP@ehnelpaso.org.

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

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

"Request for Application 26-004 Emergency Nurse Staffing and Placement Services"

Response & Communication Protocols

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnelpaso.org. Solicitation number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

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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

August 24, 2026	RFA Issued
Open and Continuous	Q & A Period Closes
Open and Continuous	Release of Official Response to Questions
Open and Continuous	RFA Due
TBD	Committee Review
TBD	Board Review and Approval

Organizations and Format

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

- Transmittal Letter and all other Required Forms
- Summary of Proposal
- Pricing
- Appendix A: EHN Signature Page
- Appendix B: Deviation Form
- Appendix C: HUB Subcontracting Plan
- Appendix D: Conflict of Interest Questionnaire
- Appendix E: Certification Regarding Lobbying
- Appendix F: EHN appointed officials and employees
- Appendix G: Solicitation Checklist
- Appendix H: Acronyms

Responses to this RFA must include the following components:

TRANSMITTAL LETTER

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

- Identifies the Proposer.
- A commitment by the company to provide the services required by EHN.
- States the proposal is firm and effective until the effective date of the plan.
- Is signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each Proposer must sign the transmittal letter.
- The proposer shall provide a statement of expertise, qualifications and experience in performing a targeted similar task.
- Include a statement of acceptance of the terms and conditions of the contract resulting from this RFA.

- If a Proposer takes exception to any of the proposed benefits, terms and conditions stated in this RFA, those exceptions must be noted in the appropriate section of the response.

SUMMARY OF PROPOSAL

- A brief statement as to why the provider is uniquely qualified to provide requested services to EHN.
- A brief summary highlighting the most important points of this proposal.
- Detail your company's overall qualification and abilities to handle the specific items addressed in the response section of this RFA.
- Along with narrative detailing the qualifications of your company, please list the qualifications, physical location, and background of the personnel who will be directly involved with this account.
- Provide a statement that criminal background checks have been conducted, or will be conducted prior to the start of services, on all employees who will be working on the EHN account. It shall be the provider's responsibility to provide for the safety of workers and the public in compliance with the requirements of insurance and public health and safety. Emergence Health Network requires all workers on-site to have a company badge and to sign in at each facility they are performing work at. A State level background check with the Texas Department of Public Safety to also include Sex offender and fingerprinting data must be completed and turned into the Department of Human Resources prior to working on EHN sites. EHN has the right to remove workers who are not in compliance with these safety requirements.
- If applicable provide a list of all your current group health governmental clients along with contact, number of employees, and years of service.
- If applicable proposer must disclose if it is involved in any current or pending litigation. Disclosure will NOT be grounds for automatic disqualification of Offeror; however, failure to disclose will be grounds for termination and seeking of remedies allowed by law or equity
- Technical Information and infrastructure requirements - In this section, Emergence Health Network is looking for detailed technical information about your software solution, as well as the infrastructure requirements needed to successfully deploy your application. Please detail the hardware, network, and communication infrastructure requirements and third-party software needed to support your application, as well as any other technical information you deem necessary to understand how to fully deploy and support your application.

OPTIONAL FEATURES, PRODUCTS, AND SUPPLEMENTAL SERVICES

Respondents are encouraged to submit and describe in detail in their Offer optional features, products or services that would benefit EHN but are not part of the minimum requirements of this 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.

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FINANCIAL CONSIDERATION

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

QUALITY ASSURANCE

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

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

CUSTOMER REFERENCES

Provide a minimum of three (3) customer references similar to the goods or services sought under this RFA. References from at least three (3) different individuals are required to satisfy the requirement above. 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 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 four (4) additional one (1) year terms at EHN's sole discretion.

PROPOSAL PRICING

Pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for an explanation. EHN will select and award the products and services that best meet its needs. Contractor Proposal Form and Acknowledgement Form as required herein.

PAYMENTS AND DISCOUNTS

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

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

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REVIEW PROCESS

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

EVALUATION CRITERIA (and Category Weights)

Evaluation Category	Weight	Criteria
Qualifications and Experience	**20%**	Demonstrated experience providing emergency, short-notice, or healthcare staffing services; years in operation; experience serving behavioral health, psychiatric, crisis stabilization, emergency services, or comparable healthcare settings; and demonstrated ability to support organizations of similar size and complexity.
Staffing Capacity and Emergency Response Capability	**25%**	Ability to provide qualified nursing personnel 24 hours per day, 7 days per week, including weekends and holidays; availability of a sufficient staffing pool; response methodology for urgent requests; and ability to provide qualified candidates within a few hours when possible.
Credentialing, Compliance, and Screening Processes	**20%**	Strength of credentialing, licensure verification, background screening, OIG/exclusion checks, drug screening, certification tracking, HIPAA/confidentiality compliance, and ability to provide documentation upon request.
Quality Assurance and Performance Monitoring	**15%**	Demonstrated process for monitoring staff performance, addressing performance concerns, maintaining fill-rate reliability, responding to incidents, providing required reports, and supporting EHN's right to audit credentialing files and compliance documentation.
Pricing and Overall Value	**15%**	Completeness, clarity, and competitiveness of the pricing structure and rate schedule; reasonableness of costs; and overall value of the proposed services in meeting EHN's operational and patient safety needs.
References and Financial Stability	**5%**	Quality and relevance of customer references, preferably from healthcare or governmental organizations, and evidence of financial stability sufficient to provide the requested services throughout the contract term.

BEST AND FINAL OFFER ("BAFO")

EHN reserves the right to return to the Offeror(s) remaining in the competitive range to request a BAFO proposal based on one or more components of the initial proposal. The BAFO request may warrant additional discussion. These criteria will be explained at the time best and final Proposals are requested. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best offer/proposal initially and not anticipate discussions to make their best offer/proposal.

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General Provisions

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@ehnelpaso.org or assigned designee, unless otherwise specifically noted.

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

   Please carefully review this Request for Application. 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

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proposal, waive technicalities, or to award by item or by total proposal; (2) Proposals may be rejected for any of (but not limited to) the following:

a. Failure to use the proposal form(s) furnished by EHN, if applicable.
b. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
c. Failure to properly complete the proposal.
d. Proposals that do not meet the mandatory requirements.
e. Evidence of collusion among proposers.
f. Not presently debarred from participation in state contracts.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer/bidder to review the entire RFA/IFB packet and to notify EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no later than the close of third business day following the submission deadline. Vendors are to propose as specified herein or propose an approved equal/substitutes.

6. SUBSTITUTES

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

7. EXCEPTIONS TO PROPOSAL

The proposer will complete and submit the attached deviation form should proposer require any exceptions to the conditions of the proposal. If no deviations are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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

8. PRICING

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

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

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

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

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

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

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS
    An award will be offered to the responsible proposer whose proposal is determined to be the best value and demonstrates the best ability to fulfill the requirements set forth in an RFA. The prices proposed will be considered firm and cannot be altered after the submission deadline. The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.

    A proposer whose proposal does not meet the mandatory requirements set forth in this RFA will be considered noncompliant. Each proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such proposer will furnish all items and services upon the terms and conditions in this proposal and any resultant contract. 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

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TPIA.

14. RESULTANT CONTRACT

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

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

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

Governing Law and Venue

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

Texas Tort Claims Act

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

General Conditions and Stipulations

a. ***Indemnification and Worker's Compensation***. *Contractor shall defend, indemnify and hold harmless EHN, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Contractor's acts or omission in the performance of the duties required under the Agreement. Contractor acknowledges that EHN, as a governmental agency cannot indemnify third parties as per the requirements of Texas law.*

b. ***Independent Contractor.*** *It is agreed nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto. Further, nothing in this agreement shall be construed as establishing Contractor as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. Contractor represents it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, or employees shall in no way be the responsibility of EHN. Such personnel or other persons employed by Contractor shall not be entitled to any compensation, rights or benefits of any kind available to EHN employees, including, without limitation, medical and hospital care, sick and vacation leave, worker's compensation, unemployment compensation, disability, or severance pay.*

Right to Terminate

EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days' written notice to

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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

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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,

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

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

18. CHANGES IN SPECIFICATIONS

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

19. PROPOSAL IDEAS AND CONCEPTS

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

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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. INDEMNIFICATON
    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

    <u>GENERAL LIABILITY:</u>
    $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

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

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

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

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

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

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

28. MERGERS, ACQUISITIONS
Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as

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

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

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

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

30. ACCURACY OF DATA
Information and data provided through this Proposal are believed to be reasonably accurate.

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

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

33. ASSURANCES
Proposer, in responding, represents the following:

a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and

b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and

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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 I 04-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws, including, but not limited to the requirements of Texas Health and Human Services as stated within their Data Use Agreement.

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.

Kristen Daugherty

Signed: Wednesday, August 26, 2026

Appendix A

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

Emergency Nurse Staffing and Placement Services
RFA # 26-004
Vendor must meet specifications.
*****THIS MUST BE THE FIRST PAGE ON PROPOSAL*****

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy with the application to: Emergence Health Network, Attention: Purchasing Department. 201 E. Main Suite 600, El Paso, TX 79901, or email to: RFA@ehnelpaso.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

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Appendix B

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

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** _____

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

Appendix C

HUB SUBCONTRACTING PLAN HISTORICALLY UNDERUTILIZED BUSINESS

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

Vendor: _____

Vendor Identification Number: _____

Address: _____

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

Contract Amount: $ _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

Phone Number: _____ - _____ - _____

Is the subcontractor a certified HUB? _____ YES / _____ NO

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

Dollar amount of contract with subcontractor /supplier: $ _____

Percentage amount of contract with subcontractor /supplier: _____%

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

_____

_____

_____

_____

_____

_____

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER

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Appendix D

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

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with a local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

RFA# 26-004

1 Name of person who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

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

Name of Officer _____

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

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

Yes No

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

Yes No

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

Yes No

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

_____ _____

Signature of the person doing business with the governmental entity Date

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Appendix E

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

CERTIFICATION REGARDING LOBBYING

PART A. PREAMBLE

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

PART B. CERTIFICATION

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

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

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

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

☐ Yes
☐ No

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

_____ _____

Signature – Authorized Representative Date

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Appendix F

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

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

RE: Request for Application RFA 26-004 Emergency Nurse Staffing and Placement Services

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 Board Members that will award the proposal and the employees which will make a recommendation:

EHN Board Members:

Hon. Annabell Perez, Chair
Dr. Silvina Tonarelli, Vice Chair
Monica Salaiz-Narvaez, Secretary
Dee Margo, Trustee
Kellie Franco, Trustee
Mark Paz, Trustee
Rueben Vogt, Trustee
SGT Guillermo Ramirez, Ex Officio El Paso County Sheriff's Department

EHN Officers/Employees:

Kristen Daugherty, CEO
Ashley Peterson, Deputy CEO & CFO
Angelica Fechtmeyer, Chief Human Resources, (Chair)
Tewiana Norris, Ph. D. Chief Nursing Officer
Valerie Arroyo, Chief of Compliance
Annette Lopez, Director of Nursing
Bertha Nunez, Onboarding and Credentialing Supervisor
Gabriella Reed, Chief Legal Counsel
Sandra Limon, Legal Assistant (Procurement Team)

Appendix G

SOLICITATION CHECKLIST
Emergency Nurse Staffing and Placement Services
This Checklist Is Provided for Your Convenience

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

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

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Appendix H

ACRONYMS

BAFO – Best and Final Offer
CEO – Chief Executive Officer
CIQ – Conflict of Interest Questionnaire
CFR – Code of Federal Regulations
DUNS - Data Universal Numbering System
DUA – Data Use Agreement
EHN – Emergence Health Network
E&O – Errors & Omissions Insurance
FEIN – Federal Identification Number
FTP - File Transfer Protocol
HHSC – Health and Human Services Commission
HIPAA - Health Insurance Portability and Accountability Act
HUB – Historically Underutilized Business
IFB – Invitation for Bid
IT – Information Technology
LIDDA - Local Intellectual and Developmental Disability Authority
LMHA – Local Mental Health Authority
LOI – Letter of Intent
MB – Megabyte
MST – Mountain Standard Time
NIST - National Institute of Standards and Technology
OEM – Original Equipment Manufacturer
PPM – Pages Per Minute
RFP – Request for Proposal
TAC – Texas Administrative Code
TPIA – Texas Public Information Act
VID – Vendor ID

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Emergence Health Network (EHN) and its dedicated staff are committed to assisting El Paso's most vulnerable citizens, the residents with mental illness, intellectual developmental disabilities (IDD) and/or substance use disorders. At EHN, we help individuals, and their families find the resources and treatments needed to improve their quality of life and function as independently as possible.

We believe the quantity and quality of services we provide is unmatched in our area. EHN has dedicated employees and staff leaders who have contributed to the growth of the organization and expansion of services benefiting our residents. As the largest mental health, IDD and substance use treatment provider in El Paso, we have multiple service locations and clinics where we assist a wide array of our population to include adults, children, veterans, the homeless and justice-involved individuals.

EHN has been serving our community for close to 60 years 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 was born. EHN is now one of several Local Mental Health Authorities (LMHA) and Local Intellectual and Developmental Disabilities Authorities (LIDDA) in Texas.

To learn more about EHN's role as the LMHA and LIDDA in our community click HERE.

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