



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

1600 Montana St.
El Paso, TX 79902
(915) 887-3410
Fax: (915) 351-4703

Notice to Interested Parties

Sealed Proposals will be received at Emergence Health Network, 9606 Carnegie Ave., El Paso, Texas 79925 before 3:00 p.m., **August 04, 2015**.

Proposals must be in a sealed envelope and marked:
"RFA#15-015 to be opened August 04, 2015"

**Specialized Therapist and Services
for the YES Medicaid Waiver Program
RFA#15-015**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnel Paso.org before July 28, 2015 at 12:30 p.m. solicitation number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

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.

EHN SIGNATURE PAGE

Description – Specialized Therapist and Services for the YES Medicaid Waiver Program RFA#15-015
--

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) CD copies in Word/PDF Format of your bid. CD copies must reflect the original hard copy.
--

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 proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items F. O. B. Emergence Health Network

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS*****

**Specialized Therapist and
Services for the YES Medicaid
Waiver Program**

RFA #15-015



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

**Due Date
Tuesday, August 04, 2015**

RFA #15-015
Specialized Therapist and Services for the YES Medicaid
Waiver Program

OPENING DATE: August 04, 2015

Emergence Health Network (EHN) is seeking to award to one company (ies) to provide Specialized Therapist and Services for the YES Medicaid Waiver Program
Award will be awarded for entire proposal.

Interested Proposers must initial each bullet item in agreement of the specifications. Please attach to proposal response.

- All items must be the same as specified
- Vendor must supply a sample on items noted and/or if requested by the end user/dept.
- Must have product available when needed
- Vendor must honor price for six months
- No substitutions will be accepted
- No minimum orders will be allowed. All items will be ordered as needed.
- No delivery fees may be added
- All purchases must be F.O.B Destination
- Proposal must include Labor to Assemble and Install per Plan.

*******THIS PAGE MUST BE SUBMITTED WITH IEB RESPONSE*******

1. PROJECT SCOPE

YES Waiver Service Codes, Descriptions and Provider Qualifications
(from Appendix A)

Service Name	Description	Provider Qualification
<p align="center">Respite</p>	<p>Service Definition: Respite is furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care for the Waiver participant.</p> <p>Respite Types / Locations: All settings must be located within the State of Texas.</p> <p>In-Home Respite</p> <ul style="list-style-type: none"> • Waiver participant’s home or place of residence • 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). <p>Programmatic Clarification: A direct service staff may pick up a Waiver participant from their home and provide the service in a community setting.</p>	<p>License (by Respite Type / Location): In-Home Respite</p> <ul style="list-style-type: none"> • n/a <p>Other Standard: Respite care providers must be at least 18 years of age, have a current driver’s license, and pass the criminal history and abuse registry checks. Respite services may be provided by a relative of the waiver recipient other than the parents, spouse, legal guardian, or Legally Authorized Representative (LAR). The contracted waiver provider agency must approve and provide ongoing oversight of respite settings to ensure the safety and appropriateness of the setting</p> <p>Respite care providers must complete training as required by DSHS. The out-of-home respite provider must have a functional landline phone on the premises.</p>
<p align="center">Camp</p>	<p>Camp</p> <ul style="list-style-type: none"> • Day or overnight camps accredited by the American Camping Association • Day or overnight camps licensed by DSHS 	<p>Camp</p> <ul style="list-style-type: none"> • Day or overnight camps accredited by the American Camping Association • Camps licensed by DSHS – 25 Tex. Admin. Code §§265.11 – 265.24

<p>DFPS Residential Child Care Mandated Family Rate Child Placing Agency General Residential Operation (GRO)</p>	<p>DFPS Residential Child Care</p> <ul style="list-style-type: none"> • Foster home verified by Department of Family and Protective Services (DFPS) licensed Child Placing Agency; • General Residential Operation (GRO) licensed by DFPS that provides emergency care services 	<p>DFPS Residential Child Care</p> <ul style="list-style-type: none"> • Foster home verified by DFPS licensed Child Placing Agency – 40 Tex. Admin. Code Ch. 749 • General Residential Operation (GRO) licensed by DFPS that provides emergency care services– 40 Tex. Admin. Code §748.4261 • Child-Placing Agency licensed by DFPS – 40 Tex. Admin. Code, Part 19, Ch 749, Sub C
<p>LCCC Preschool (ages 3 - 5) School Age (ages 6-18)</p> <p>LCCC - TRSP Certified Preschool (ages 3 - 5) School Age (ages 6-18)</p> <p>LCCH Preschool (ages 3 - 5) School Age (ages 6-18)</p> <p>LCCH - TRSP Certified Preschool (ages 3 - 5) School Age (ages 6-18)</p> <p>RCCH Preschool (ages 3 - 5) School Age (ages 6-18)</p> <p>RCCH - TRSP Certified Preschool (ages 3 - 5) School Age (ages 6-18)</p>	<p>Licensed Child Care Center (LCCC)</p> <ul style="list-style-type: none"> • Child care centers licensed by DFPS • Child care centers may be TRSP Certified (Texas Rising Star Provider) <p>Licensed / Registered Child Care Home (LCCH / RCCH)</p> <ul style="list-style-type: none"> • Child care homes registered or licensed by DFPS • Child care centers may be TRSP Certified (Texas Rising Star Provider) <p>Payment may not be made for respite provided at the same time as other services that include care and supervision. Up to 720 consecutive or cumulative hours (30 days) of respite may be provided per individual service plan year. Temporary exceptions to the respite limit may be considered on a case by case basis. Such exceptions require the written approval of the Director of the DSHS waiver section. Exceptional circumstances may include, but are not limited to:</p> <ul style="list-style-type: none"> • parent / LAR dies or is hospitalized while the Waiver participant is receiving respite care, or • a catastrophic event, such as a hurricane, flood or other disaster, occurs while the Waiver participant is receiving respite, temporarily disrupting the family’s ability to provide shelter and care for the Waiver participant. <p>Temporary exceptions will be granted for a defined</p>	<p>Licensed Child Care Center (LCCC)</p> <ul style="list-style-type: none"> • Child-care centers licensed by DFPS – 40 Tex. Admin. Code Ch. 746 <p>Licensed / Registered Child Care Home (LCCH / RCCH)</p> <ul style="list-style-type: none"> • Child care homes registered or licensed by DFPS – 40. Tex-Admin Code Ch 747 <p>Certificate: n/a</p>

	<p>time period. Costs for all YES Waiver services, including any extended respite, cannot exceed the individual annual cost ceiling established under the YES Waiver.</p>	
<p>Adaptive Aids and Supports</p>	<p>Service Definition: Devices and supports recommended by the treatment team to effect a service under the approved Individual Plan of Care. The community mental health center case manager submits the treatment team recommendations to DSHS for approval. The Waiver participant and LAR, Community Mental Health Center, and Waiver provider agency all sign off on the recommendation before it is submitted to DSHS for approval. Adaptive Aids and Supports address the Waiver participant's needs that arise as a result of their severe emotional disturbance. These devices and supports contribute to the community functioning of Waiver participants and thereby assist the Waiver participants to avoid institutionalization.</p> <p>Adaptive aids and supports include:</p> <ul style="list-style-type: none"> • Therapeutic Peer Support – Provides fees to facilitate the Waiver participant’s involvement in age-appropriate peer support activities recommended by the treatment team as part of a treatment plan. Includes participation in specialized groups to improve socialization or deal with issues resulting from severe emotional disturbance and/or concomitant physical health issues, such as obesity. For example, membership fees for peer support weight reduction groups recommended by a licensed dietician. • Therapeutic equipment – items necessary to execute and/or maintain a therapeutic plan associated with services included under the approved Individual Plan of Care. May include equipment and supplies related to a professional services treatment plan. <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. Room and board, normal household expenses and items</p>	<p>Provider Qualifications: License: n/a Certification: n/a Other Standard: Adaptive Aids and Supports may be provided by recreational equipment suppliers or specialized groups approved by the waiver provider agency, and specified in the Individual Plan of Care approved by the DSHS.</p>

	<p>not related to the amelioration of the child's disability are not included.</p> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>	
<p>Specialized Therapies Animal Assisted Therapy</p>	<p>Service Definition: Services to Waiver participants to assist them in meeting recovery goals. The intent of these services is to maintain or improve health, welfare, and/or effective functioning in the community.</p> <p>Animal-Assisted Therapy: 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 an individual 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>Provider Qualifications: License: Licensed professionals, 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 dieticians.</p> <p>Or: Individuals may also qualify to provide each specified professional service by meeting the appropriate certification standard listed below.</p> <p>Animal-Assisted Therapy providers and their animals must be appropriately trained and obtain certification specific to the type of program and animal(s) involved. Example certification programs include, but are not limited to: Pet Partners program, Equine Assisted Growth and Learning Association (EAGALA). Path Prof association of therapeutic horsemanship.</p>
<p>Specialized Therapies Art Therapy</p>	<p>Service Definition: Services to Waiver participants to assist them in meeting recovery goals. The intent of these services is to maintain or improve health, welfare, and/or effective functioning in the community.</p> <p>Art Therapy: Art Therapy is a human service profession in which clients, 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,</p>	<p>Provider Qualifications: License: Licensed professionals, 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 dieticians.</p> <p>Or:</p>

	<p>improve reality orientation, reduce anxiety, and increase self-esteem</p>	<p>Individuals may also qualify to provide each specified professional service by meeting the appropriate certification standard listed below</p> <p>Certification: Art Therapist certified by the Art Therapy Credentials Board (AT-BC).</p>
<p>Specialized Therapies Nutritional Counseling</p>	<p>Service Definition: Services to Waiver participants to assist them in meeting recovery goals. The intent of these services is to maintain or improve health, welfare, and/or effective functioning in the community.</p> <p>Nutritional Counseling: Nutritional counseling assists individuals 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>Provider Qualifications: License: Licensed professionals, 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.</p> <p>Nutritional Counseling delivery is by a registered, licensed, or provisionally licensed dietitian. The Texas Board of Examiners of Dietitians licenses and issues licenses for dietitians.</p>
<p>Specialized Therapies Music Therapy</p>	<p>Service Definition: Services to Waiver participants to assist them in meeting recovery goals. The intent of these services is to maintain or improve health, welfare, and/or effective functioning in the community.</p> <p>Music Therapy: 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 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</p>	<p>Provider Qualifications: License: Licensed professionals, 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.</p> <p>Or: Individuals may also qualify to provide each specified professional service by meeting the appropriate certification standard listed below.</p> <p>Music Therapist certified by the Certification Board for Music Therapists (MT-BC).</p>

	<p>verbal and nonverbal communication, social expression, behavioral and social functioning, and self-awareness. Reductions are noted in maladaptive behaviors, anxiety, and stress among disabled individuals participating in music therapy. The reduction of maladaptive behaviors and improved social functioning assists an individual to integrate into the community and to be less dependent upon others to monitor and intervene in social and community settings. It also encourages the improvement of communication skills for the individual</p>	
<p>Specialized Therapies Recreational Therapy</p>	<p>Service Definition: Services to Waiver participants to assist them in meeting recovery goals. The intent of these services is to maintain or improve health, welfare, and/or effective functioning in the community.</p> <p>Recreational Therapy: Recreational therapy helps to develop leisure time in ways that enhance health, independence, and well-being. Recreational Therapy 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>Provider Qualifications: License: Licensed professionals, 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 dieticians.</p> <p>Or: Individuals may also qualify to provide each specified professional service by meeting the appropriate certification standard listed below</p> <p>Recreational Therapist certified by the National Council of Therapeutic Recreation Certification (CTRS). Texas Certified Therapeutic Recreation Specialist (TRS/TXC).</p>
<p>Supportive Family Based Alternatives (SFA) Support Family Child Placing Agency</p>	<p>Service Definition: SFA 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. SFA includes services required for a Waiver participant to temporarily reside within in a home other than the home of their family. The Child-Placing Agency will recruit, train and certify the support family and coordinate with the Waiver participant's family. The support family must include at least one adult living in the home and no more than</p>	<p>Provider Qualifications: License: <ul style="list-style-type: none"> • Foster home verified by DFPS licensed Child Placing Agency – 40 Tex. Admin. Code Ch. 749 • Child-Placing Agency licensed by DFPS (TAC 40, Part 19, Chapter 749, Subchapter C). Certification: n/a Other Standard:</p>

	<p>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 Individual Plan of Care.</p> <p>Services may include:</p> <ul style="list-style-type: none"> • Age and individually appropriate guidance regarding and / or assistance with the activities of daily living and instrumental activities of daily living (ambulating, bathing, dressing, eating, getting in/out of bed, grooming, personal hygiene, money management, toileting, communicating, performing household chores and managing medications). • Securing and providing transportation. • Reinforcement of counseling, therapy and related activities. • Assistance with medications and performance of tasks delegated by a RN or physician • Supervision of the Waiver participant for safety and security. • Facilitating inclusion in community activities, social interaction, use of natural supports, participation in leisure activities and development of socially valued behaviors. • Assistance in accessing community and school resources. <p>SFA must be prior authorized by DSHS. Room and board is not included in the payment for SFA. Waiver participants are responsible for their room and board costs. A Waiver participant may not receive Respite or Community Living Supports (CLS) while receiving SFA. Children and adolescents eligible for or receiving Title IV-E services cannot receive SFA. SFA may be authorized for up to 90 consecutive or cumulative days per individual service plan year, with individual exceptions possible on a case-by-case basis, if recommended by the LMHA and prior approved by DSHS.</p> <p>Costs for all waiver services, including any extended Supportive Family-based Alternatives cannot exceed the individual annual cost ceiling established under the waiver.</p>	<p>The Child-Placing Agency will recruit, train and certify the support family and coordinate with the Waiver participant's family.</p> <p>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.</p> <p>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.</p> <p>Individual providers must be age 18 or over and not the parent, spouse, legal guardian, or Legally Authorized Representative (LAR) of the waiver participant; must have CPR and first aid training; pass a criminal background check, have a current Texas Driver's license and insurance (if transporting the participant).</p>
--	--	--

YES WAIVER SERVICE DESCRIPTIONS

Adaptive Aids & Supports

Therapeutic Equipment-Provides items necessary to maintain a therapeutic plan.

Therapeutic peer support– Provides fees to participate in specialized groups to improve socialization or deal with issues resulting from SED and/or co-occurring physical health issues.

Community Living Supports (CLS)

CLS are provided to the Waiver participant and family. CLS provide skills training and services to promote communication, relationship-building, and integration into community activities. These supports may serve to reinforce skills or lessons taught in school, therapy or other settings.

Family Supports

Family Supports provides peer mentoring and support to the primary caregiver.

Minor Home Modifications

Home Accessibility/Safety - Adaptations that are necessary to ensure the health, welfare and safety of the participant.

Non-Medical Transportation

Non-Medical Transportation allows Waiver participants to gain access to Waiver and other community services, activities and resources.

Paraprofessional Services

Skilled mentoring and coaching
Paraprofessional Aides
Job placement assistance

Respite

Respite is furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care for the participant.

Specialized Therapies

These services may include Art Therapy, Music Therapy, Animal-assisted Therapy, Recreational Therapy, and Licensed Nutritional Counseling.

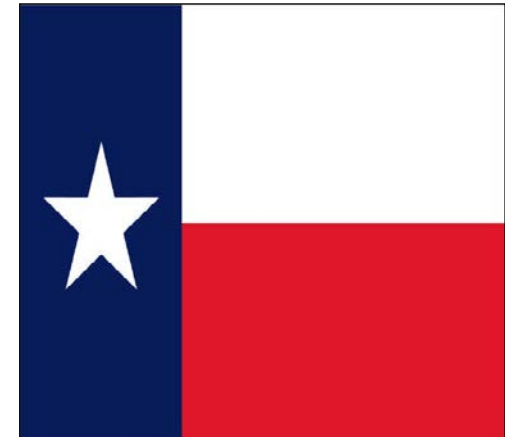
Supportive Family Based Alternatives (SFA)

SFA are designed to provide therapeutic support to the Waiver participant and to model appropriate behaviors for the family with the objective of enabling the participant to successfully return to living in the community with their family.

Transitional Services

A one-time non-recurring allowable expense when Waiver participant transitions to their own private community residence.

Texas Department of State Health Services



Texas Department of State Health Services

Email Address:

YESWaiver@dshs.state.tx.us

Phone: 512-206-4691

Fax number: 512-206-5383

Webpage

<http://www.dshs.state.tx.us/mhsa/yes/>

Mailing Address:

Texas Department of State Health
Services

Attn: YES Waiver Program

P.O. Box 149347, Mail Code 2012

Austin, Texas 78714-9347

Youth Empowerment Services (YES) Waiver

WHAT IS THE YES WAIVER?

The Youth Empowerment Services (YES) Waiver is a 1915(c) Medicaid Home and Community-Based Services Waiver that allows for more flexibility in the funding of intensive community-based services to assist children and adolescents with serious emotional disturbances to live in the community with their families.

Waiver services are provided in combination with services available through the Medicaid State Plan, other federal, state, and local programs the individual may qualify for, and the natural supports that families and communities provide.

Service Areas: Check with your Local Mental Health Authority for the availability of YES Waiver services in your area.

Goals

1. Reducing out-of-home placements and inpatient psychiatric treatment by all child-serving agencies;
2. Providing a more complete continuum of community-based services and supports;
3. Ensuring families have access to parent partners and other flexible non-traditional support services as identified in a family-centered planning process;
4. Preventing entry into the foster care system and relinquishment of parental custody; and
5. Improving the clinical and functional outcomes of children and adolescents.

WHO IS ELIGIBLE FOR YES WAIVER SERVICES?

The Local Mental Health Authority in your service area will assess you for eligibility.

To participate in the YES Waiver, the child or adolescent must meet the following criteria.

Demographic Criteria

- Be between 3-18 years of age;
- Reside in a county in which YES Waiver services are available
- Reside in a non-institutional setting with the child's or adolescent's Legally Authorized Representative; or in the child's or adolescent's own home or apartment, if legally emancipated.

Clinical Criteria

- ✓ Have serious functional impairment or acute severe psychiatric symptoms as indicated by:
 - Risk of Self-Harm
 - Disruptive or Aggressive Behavior
 - Lack of Family Resources
 - School Behavior
 - Current Psychiatric Diagnosis
- ✓ There is a reasonable expectation that, without YES Waiver services, the child or adolescent would qualify for inpatient care.

WHO DO I CONTACT ABOUT RECEIVING SERVICES

If you are interested in YES Waiver services, you must be registered on the **Inquiry List** in the county in which you live. Contact your local Mental Health Authority.

FINANCIAL CRITERIA

In order to participate in the YES Waiver, a child or adolescent must be eligible for Medicaid.

- Current Medicaid recipients may already meet the financial requirements for the YES Waiver.
- If the youth is not currently receiving Medicaid, he/she may qualify through the YES Waiver.
- Medicaid eligibility is based on financial guidelines. For the YES Waiver, parental income is not counted to determine Medicaid eligibility.



HOW LONG WILL I HAVE TO WAIT TO SEE IF I AM ELIGIBLE?

WILL THERE BE A WAIT LIST?

The amount of time you may have to wait to see if you are eligible will depend on whether there is a YES Waiver space currently available and the date you were registered on the Inquiry List.

When a space is available, the Local Mental Health Authority will contact you by phone and in writing to notify you of an opening and to schedule an appointment to begin the eligibility determination process.

You may continue to receive other services for which you qualify while on the YES Waiver Inquiry List.

**EL PASO COMMUNITY MHMR D/B/A
EMERGENCE HEALTH NETWORK
AND**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into by and between **EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK (herein, EHN)**, a community mental health center, and a governmental unit of the State of Texas under the provisions of Texas Health & Safety Code, §534.001, et. seq., and _____, taxpayer identification number _____ (herein, the “Provider”), for the purpose of providing services to clients participating in EHN’s Youth Empowerment Services (YES) Waiver Program. This Agreement shall have an effective date of _____ (herein, the “Effective Date”).

WHEREAS, The YES Waiver is a 1915(c) Medicaid Home and Community-Based Services Waiver that allows for more flexibility in the funding of intensive community-based services to assist children and adolescents with severe emotional disturbances to live in the community with their families; and

WHEREAS, The goals of the Yes Waiver Program are to (1) reduce out-of-home placements and inpatient psychiatric treatment by all child-serving agencies, (2) Provide a more complete continuum of community-based services and supports, (3) Ensure families have access to parent partners and other flexible non-traditional support services as identified in a family-centered planning process, (4) Prevent entry into the foster care system and relinquishment of parental custody; and (5) Improve the clinical and functional outcomes of children and adolescents; and

WHEREAS, EHN has been designated as a comprehensive waiver provider for the YES Waiver Program by the Texas Department of State Health Services (herein, the “Department”); and

WHEREAS, through the YES Waiver Program, EHN may contract with businesses and organizations which provide eligible alternatives to traditional therapeutic methods; and

WHEREAS, Provider is engaged in an activity or business which has been determined by EHN as an eligible alternative to traditional therapeutic methods.

NOW, THEREFORE, In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EHN and Provider agree as follows:

**Article 1
Provider’s Obligations**

- A. Services to be provided.** Provider shall provide the services indicated in Exhibit A.
- B. Training.** Prior to providing services under this Agreement, Provider shall ensure that all persons having substantial contact with program participants complete training provided at:

<http://www.txsystemofcare.org/wraparound/web-based-wraparound-training/>

- C. Compliance.** EHN reserves the right to observe all applicable laws, rules, policies and procedures. Provider shall provide services in compliance with all applicable local, state and federal laws, rules and regulations now in effect or that become effective during the term of this Agreement.
- D. Record Retention.** Provider must retain all financial records, supporting documents, statistical records and any other documents pertaining to this Agreement until six (6) years after termination of this Agreement or until any audits in progress at the end of the six (6) year period are complete, whichever is later.
- E. Permits, Licenses and Certifications.** Provider agrees to maintain as current and in good standing, any permits, licenses, or certifications as required by law to provide services pursuant to this Agreement. In addition, Provider must inform EHN immediately of any changes to such permits, licenses or certifications during the term of this Agreement. Provider must have a certificate of occupancy for any facilities within

the city limits of any municipality in which services are being provided, and any facilities where services are being provided under this agreement must be reviewed by EHN to be in compliance with the building safety and environmental health checklist. The certificate of occupancy shall be provided to EHN upon execution of this Agreement. In addition, Provider represents and warrants that (1) it is in good standing with all federal and state funding and regulatory agencies; (2) it is not debarred, suspended or otherwise excluded from participation in any federal grant program; (3) it is not delinquent on any repayment agreement associated with the business of Provider; (4) it has not had a required license or certification revoked; (5) it has not voluntarily surrendered any license issued by the Department within the previous three years; and (6) it has not had a contract terminated by the Department.

- F. Non-Discrimination.** Provider will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of the Texas Health and Human Services Commission or the policies of EHN.
- G. Confidentiality.** Provider must maintain the confidentiality of information received during the performance of this Agreement, including information which discloses confidential personal information or identifies any person served by EHN, in accordance with applicable federal and state laws and EHN and Department rules. Provider agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, EHN, or other designated contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. Provider agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.
- H. Abeyance.** Provider agrees to fully disclose to EHN if it is currently held in abeyance from or barred from the award of a federal or state contract.
- I. Access.** Provider must permit representatives and agents of EHN to have access to records, data and other information pertinent to this contract under the control of Provider as necessary to enable EHN to audit, monitor and review all financial activities and services associated with EHN or Department funds.
- J. Criminal and Background Checks.** Provider certifies that it has not been convicted of any crime related to any state or federally funded program. Furthermore, Provider represents and warrants that any persons who will have or will potentially have substantial contact with program participants under this Agreement has: (1) completed and passed a criminal background check in accordance Title 25 Texas Administrative Code, Chapter 414, Subchapter K, which shall be conducted by the Human Resources Department of EHN; and (2) has not been identified as being listed on the Nurse Aide Registry and/or Employee Misconduct Registry.
- K. Reporting Requirements.** Provider must report to the Texas Department of Family and Protective Services (TDFPS) Abuse, Neglect and Exploitation Investigator by telephone any suspicion, knowledge, or allegation that any person has committed abuse, neglect or exploitation of any person served by EHN. Such reports must be made immediately, if possible, but in no case not more than one hour after incident, as required by Title 25 Texas Administrative Code, Chapter 414, Subchapter L (relating to Client Abuse, Neglect, and Exploitation in Local Authorities and Community EHNs). Reporting allegations may be made by calling 1-800-647-7418 or via the internet at <http://www.txabusehotline.org>.
- L. Supervision of Children/Adolescents.** Provider agrees that all activities with children and adolescents shall be performed under the constant supervision of an employee of EHN or a parent, guardian, or legally authorized representative of the child/adolescent.

Article 2

EHN's Obligations

- A. Covered Services.** Types and amount of services authorized for payment by EHN as specified on the authorization document issued to provider.
- B. Payment.** EHN will pay Provider for only authorized services performed under this Agreement as prescribed in **Exhibit B**.

- C. Billing.** EHN agrees to pay Provider after receipt of an invoice and progress notes submitted by Provider to EHN. Such invoices and progress notes shall be submitted to EHN's Accounts Payable Department at Provider for each month of service, with payment made thirty (30) days following receipt of invoice in the Accounting Department. Payment will be made only based on an approved statement of services rendered by Provider. EHN may also accept invoices submitted via email to the EHN Accounts Payable Department for processing. The email address for the EHN Accounts Payable Department shall be provided upon request by Provider.
- D. Billing Requirements.** Accurately written progress notes, and any other supporting documentation, shall be received within five (5) calendar days following the end of the reporting period. An example of a progress note is included as **Exhibit C**. Documents received after the fifth (5th) calendar day of the reporting period will be deemed to be outside the billing requirements and shall be assessed a fifty percent (50%) penalty for the billable amount. Payment will be held pending corrections of incorrect or incomplete progress notes or other supporting documentation.

Article 3

Independent Contractor

It is the intent of EHN and Provider that Provider is an independent contractor and not an employee of EHN for any purpose. Provider and EHN understand and agree that (a) EHN will not withhold or pay on behalf of Provider any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to Provider any of the benefits, including workers' compensation insurance coverage, afforded to employees of EHN; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of Provider; and (c) Provider must indemnify and hold harmless EHN from any damages or liability, including attorneys' fees and legal expenses, incurred by EHN with respect to such payments, withholdings, and benefits.

Article 4

Insurance

Provider shall maintain liability insurance in an amount equal to one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate of all claims per policy year. Such liability coverage shall include "tail" coverage of the same limits as stated above for any "claims-made" policy as necessary to continue coverage until any applicable statute of limitations has expired. Provider agrees to provide Contractor with written evidence, acceptable to EHN, of such insurance coverage upon execution of this Agreement. Provider also agrees to notify or to ensure that its insurance carriers notify EHN at least thirty (30) days prior to any proposed termination, cancellation or material modification of any liability policy for all or any portion of the coverage provided for above.

Article 5

Indemnification

Provider and EHN hereby agree, to the extent permitted under the laws of the State of Texas, to indemnify and hold harmless one another, their boards, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of both parties, their boards, employees, or agents, if any, whether occurring during the performance or execution of this Agreement.

Article 6

Miscellaneous

- A. Term.** This Agreement will commence on the Effective Date and continue for an initial term of one (1) year with four one (1) year renewal options. This Agreement shall automatically renew for terms of one (1) year unless either party gives the other party thirty (30) days written notice of non-renewal prior to the renewal date. This Agreement shall automatically expire five years from the effective date.
- B. Termination of Agreement.** This Agreement shall remain in effect until terminated by either party with a thirty (30) day written notice prior to any cancellation. Such written notice shall be mailed at the address designated under **Notice**. The parties must state therein the reasons for such cancellation. Following written notification of intent to terminate and until the agreed upon date of termination, Provider will continue to have the responsibility to provide services under this Agreement and EHN will continue to have the responsibility to pay for the services in the manner specified in this Agreement. This Agreement may be terminated immediately by EHN when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through Provider's willful or negligent

discharge of its duties under this Agreement. EHN and Provider may mutually agree to termination of this Agreement at any time.

- C. Amendments.** This Agreement may only be amended by written Agreement between Provider and EHN.
- D. Severability.** In the event any provision of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.
- E. Assignability.** No assignment of this Agreement or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- F. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties and supersedes any prior understanding or oral or written agreements between EHN and Provider on the matters contained herein.
- G. Contractor Relations.** All Contractor questions, issues, and comments regarding the management of this Agreement shall be directed to:

- H. Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

EMERGENCE HEALTH NETWORK
 1600 Montana Avenue
 El Paso, Texas 79902
 Attn: Chief Executive Officer

- I. Governing Law.** This Agreement is being executed, delivered and shall be performed in the State of Texas; the laws of Texas shall govern its validity, construction, enforcement and interpretation. Proper venue for any litigation arising from this contract shall be in El Paso County, Texas.
- J. Captions.** The captions contained herein are for reference purposes only and do not affect the meaning of this contract.

The parties have executed this Agreement on the dates set forth below their signatures.

**El Paso MHMR d/b/a
 Emergence Health Network**

**Kristen D. Daugherty, LCSW, MBA
 Chief Executive Officer**

Date: _____

Exhibit A
Services by Provider

Exhibit B
Payment

EHN will pay Provider \$_____ per unit of service, up to _____ units per month.

A unit of service shall be an amount of time spent with the child/adolescent greater than (30) thirty minutes, but no longer than (90) ninety minutes. Provider will not bill for, and no payment will be made by EHN for no shows and travel time.

**BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT**

This Business Associate Protected Health Information Disclosure Agreement (Agreement) is entered into effective as of the ____ day of _____ (Effective Date), by and between **El Paso MHMR d/b/a Emergence Health Network (EHN)**, a community center under the provisions of Chapter 534 of the Texas Health and Safety Code and _____ (Business Associate).

RECITALS

A. WHEREAS, Business Associate provides services to EHN, and Business Associate receives, has access to, or creates Protected Health Information in order to provide those services;

B. WHEREAS, EHN is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (Privacy Regulations) and the Security Standards for Electronic Protected Health Information (Security Regulations) at 45 Code of Federal Regulations Parts 160, 162, and 164 (together, the "Privacy and Security Regulations");

C. WHEREAS, the Privacy and Security Regulations require EHN to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the Disclosure to or Use of Protected Health Information by Business Associate if such a contract is not in place.

D. WHEREAS, Business Associate acknowledges that effective January 1, 2010, as a Business Associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including, but not limited to, Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

Unless otherwise defined in this Agreement, all terms used in this Agreement, including but not limited to the following, have the meanings ascribed in the HIPAA Regulations,

1.1 Breach shall mean the unauthorized acquisition, access, use, or disclosure of unsecured Protected Health Information or PHI which compromises the security or privacy of such information, except where an authorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.2 Disclose and Disclosure means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 Electronic Media means:

- (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- (b) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, electronic mail/e-mail, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are

not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.4 Electronic Protected Health Information or E-PHI means Protected Health Information that is transmitted or maintained in electronic media.

1.5 HITECH shall mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.

1.6 Information System means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.

1.7 Protected Health Information or PHI means information that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual, or for which there is a reasonable basis for believing that the information can be used to identify the individual; and (iii) is received by Business Associate from or on behalf of EHN, or is created by Business Associate, or is made accessible to Business Associate by EHN. Protected Health Information includes Electronic Protected Health Information.

1.8 Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information.

1.9 Unsecured PHI shall mean PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

1.10 Use or Uses mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall use and disclose Protected Health Information as necessary or appropriate to perform the services, as provided in Article II of this Agreement, and shall not use or disclose Protected Health Information other than as permitted or by law;
- (b) shall disclose Protected Health Information to EHN upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) use Protected Health Information; and
 - (ii) disclose Protected Health Information if (a) the disclosure is required by law, or (b) Business Associate obtains reasonable assurance from the person to whom the information is disclosed that the Protected Health Information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the Protected Health Information has been breached.

All uses and disclosures of and requests by Business Associate for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data

set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

Furthermore, Business Associate acknowledges that in receiving, storing, processing, or otherwise dealing with any information from EHN about any individuals receiving services from EHN, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and undertakes to resist in judicial proceedings any effort to obtain access to information governed by 42 CFR Part 2 as such information pertains to such individuals otherwise than as expressly provided for in 42 CFR Part 2.

2.2. Adequate Safeguards for Protected Health Information. Business Associate represents and warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Effective as of January 1, 2010, specifically as to Electronic Protected Health Information, in accordance with Section 13401(a) of HITECH, Business Associate warrants that it shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information. To ensure the security and confidentiality of Electronic Protected Health Information pursuant to 45 C.F.R. § 164.312(e)(2)(ii) and Section 13401(a) of HITECH, Business Associate shall implement a mechanism to encrypt Electronic Protected Health Information on all its Electronic Media containing any of EHN's Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall immediately report to EHN each use or disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors which is not specifically permitted by this Agreement, as well as effective as of January 1, 2010 each security incident of which Business Associate becomes aware, in accordance with Section 13402(b) of HITECH. The initial report shall be made by telephone call to the EHN's Privacy Officer (Privacy Officer) at 915-887-3410 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted use or disclosure or security incident, followed by a written report to the Privacy Officer no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted use or disclosure or security incident.

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effects of a use or disclosure of PHI by Business Associate or is known to Business Associate to be in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining EHN's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify EHN of any requests made by the Secretary and provide EHN with copies of any documents produced in response to such request.

2.6 Access to and Amendment of Protected Health Information. Business Associate and EHN, to the extent either determines that any Protected Health Information retained constitutes a "designated record set" under the Privacy Regulations, shall: (a) make the Protected Health Information available to the individual(s) identified as being entitled to access and copy that Protected Health Information; and (b) make any amendments to Protected Health Information that are requested. Business Associate and EHN shall provide such access and make such amendments within the time and in the manner specified by either party.

2.7 Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for EHN to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. At a minimum, Business Associate shall provide EHN with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

2.8 Accounting of Disclosures. Within ten (10) days of notice by EHN to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to EHN information collected in accordance with Section 1.1 of this Agreement, to permit EHN to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. §164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of EHN, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to EHN. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section.

2.9 Obligations of EHN. EHN shall notify Business Associate in writing of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

2.10 Term and Termination. The term of this Agreement shall continue until terminated by either party. Both party's legal obligations under this Article II shall survive the termination or expirations of this Agreement.

2.11 Disposition of Protected Health Information Upon Termination or Expiration. Upon the termination of the Services Agreement or this Agreement for any reason, Business Associate shall return to EHN or, at EHN's direction, destroy all PHI received from EHN that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Services Agreement or Agreement until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.

2.12. Breach of Contract by Business Associate. In addition to any other rights EHN may have in the Services Agreement, this Agreement or by operation of law or in equity, EHN may i) immediately terminate the Services Agreement and this Agreement if EHN determines that Business Associate has violated a material term of this Agreement, or ii) at EHN's option, permit Business Associate to cure or end any such violations within the time specified by EHN. EHN's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights EHN has in the Services Agreement, this Agreement or by operation of law or in equity.

2.13 Third Party Beneficiaries. The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and EHN, and any EHN subsidiaries and affiliates.

2.14 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

2.15 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

2.16 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits EHN to comply with the Privacy and Security Regulations. If there are any direct conflicts between the Agreement and this Agreement, the terms and conditions of this Agreement shall control.

2.17 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for EHN to comply with the requirements of the Privacy and Security Regulations.

2.18 Indemnification. Business Associate shall indemnify and hold harmless EHN and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not

limited to reasonable attorney fees, incurred by EHN arising from a violation by Business Associate of its obligations under this Agreement.

2.19 Injunctive Relief. Business Associate acknowledges and stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to the Services Agreement or this Agreement would cause irreparable harm to EHN, and in such event EHN shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorney's fees, for any such breach of the terms and conditions of the Services Agreement or this Agreement.

2.20 Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

2.21 Changes in the Law. EHN may amend either the Services Agreement or this Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which EHN is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transaction Standards.

2.22 Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Services Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to EHN arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.

2.23 Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, EHN shall have the right to control Business Associate's response to such request. Business Associate shall notify EHN of the request as soon as reasonably practicable, but in any event within forty-eight (48) business hours of receipt of such request.

IN WITNESS WHEREOF, EHN and Business Associate have caused this Agreement to be executed as of the Effective Date.

**El Paso MHMR d/b/a
Emergence Health Network**

**Kristen D. Daugherty, LCSW, MBA
Chief Executive Officer**

Date: _____

Receipt of a signed contract by EHN does not constitute acceptance. Contract will be final once countersigned by an authorized agent of EHN.

General Provisions EMERGENCE HEALTH NETWORK

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

1. RFP PACKAGE

- a. 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 be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. 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.
- b. **Proposal must be received at 9609 Carnegie Ave. BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the Proposal number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the bidquestions@ehnel Paso.org or assigned designee, unless otherwise specifically noted.

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

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

3. PROPOSER’S RESPONSIBILITY

The proposer must affirmatively demonstrate its responsibility. The proposal must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have 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 regarding this proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

EHN reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. EHN further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by EHN.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the 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 less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal.

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 sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions 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 reserved 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 (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the 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.

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.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

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

Proposals shall be awarded to the responsible proposer that submits the best proposal.

Proposals will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in a Request for Proposal. 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.**

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal and may discontinue its efforts under this Proposal for any reason or no reason or solely for EHN's convenience at any time prior to actual execution of the contract by EHN. EHN reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this Proposal 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 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 Insurance in the schedule of the Proposal.

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental body for purposes of the Public Information Act, 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 agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its proposal. EHN agrees to provide notice to proposer in accordance with the Public Information Act in the event EHN receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposal(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by EHN to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the CEO and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

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 contract 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. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by EHN. Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- 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.

19. CHANGES IN SPECIFICATIONS

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

20. PROPOSAL IDEAS AND CONCEPTS

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

21. 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.

22. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to EHN in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

23. 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.

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.

- B.** Any successful proposer who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. 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.

24. 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.

Emergency 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.

25. 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.

26. NON-COLLUSION AFFIDAVIT

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

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any EHN employee prior to the opening of responses to this Proposal.

No officer or employee of EHN, and no other public or elected 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

The Proposer shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

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.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. 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.

31. 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.

32. ACCURCY OF DATA

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

33. 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.

34. 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.

35. MONITORING PERFORMANCE

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

36. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and
- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and

- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and
- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services.
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and
- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIP AA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements

made in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer' s proposal shall result in disqualification of the proposal.

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

EHN is an equal opportunity employer.



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

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 subawards 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



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

1600 Montana St.
El Paso, TX 79902
(915) 887-3410
Fax: (915) 351-4703

RE: RFA #15-015, Specialized Therapist and Services for the YES Medicaid Waiver Program

Dear Vendor:

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

EHN Officers:

Robert Jacob Cintron, Chair
David Stout, Vice-Chair
Martin Bartlett, Secretary
Michael Escamilla, MD. Trustee
Rafael Aguirre, Trustee
Pamela Cook-Howard, Trustee
Kathleen Peyton. Trustee

EHN Employees: Kristen Daugherty, CEO
Pauline Motts, CFO
Rene Hurtado, CDO
Rene Navarro, CCO
Tewaina Norris, CNO
Chrystal Davis, COO- Diversion Services
Ashley Sandoval, COO-MH Services
David Puentes, COO-IDD Services
Marcelo Rodriguez-Chevres, MD, CMO

EHN Employees: Luis Cervantes, Purchasing Agent
Marcos Rey, EAP Member Services Representative

Attorney for EHN: Omar Villa, Assistant El Paso County Attorney

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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 # 15-015

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 person doing business with the governmental entity

Date

Adopted 06/29/2007

EMERGENCY HEALTH NETWORK
Solicitation Check List
Specialized Therapist and Services for the YES Medicaid
Waiver Program **RFA #15-015**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to EHN by 3:00 p.m., Wednesday, August 4, 2015. Did you visit our website (www.ehnpaso.org) for any addendums?

_____ Did you sign the proposal?

_____ Did you sign the "Certifications Regarding Lobbying" document?

_____ Did you provide one original and two (2) CD copies in Word/PDF Format of your response? CD copies must reflect the original hard copy.