



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Ave. Suite 600
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

Request for Application Open Enrollment

Request for application will be received at Emergence Health Network-9609 Carnegie, El Paso, Texas 79925 on an on-going basis.

Request for application must be received in an envelope and marked:

**“Specialized Therapy and Services for HCBS
RFA #17-001”**

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

Any changes in the specifications will be posted on the EHN website as an addendum. **It shall be the applicant’s responsibility to check the website prior to submitting an application to verify whether any addendums have been posted.** Website: www.emergencehealthnetwork.org; Bids and more.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this invitation for application must respond in some form. Vendors submitting application 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

**Specialized Therapy and Services for HCBS
RFA #17-001**

Vendor must meet specifications

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 **submit the application to rfp@ehnpaso.org in a PDF format. Electronic 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 application, I hereby represent and warrant to Emergence Health Network that I have read and understood the Application Documents and the Contract Documents and this application is made in accordance with the Application Documents.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

**Specialized Therapy and Services for HCBS
RFA #17-001**



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

Date: _____

STATEMENT OF WORK

SERVICE NAME	DESCRIPTION	PROVIDER QUALIFICATIONS	RATES
<p>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> <ol style="list-style-type: none"> 1. HCBS-AMH participant’s home or place of residence 2. Private residence of a respite care provider, if that provider is a relative of the HCBS-AMH participant, other than the parents, spouse, legal guardian, or Legally Authorized Representative (LAR). <p>Programmatic clarification: A direct service staff may pick up a HCBS-AMH participant from their home and provide the service in a community setting.</p> <p>HCBS-AMH Respite has a daily rate and is inclusive of the following:</p> <ol style="list-style-type: none"> 1. Personal assistance with activities of daily living and functional living tasks; 2. Assistance with planning and preparing meals; 3. Transportation or assistance in securing transportation; 4. Assistance with ambulation and mobility; 5. Reinforcement of rehabilitation or specialized therapies; 6. Assisting an individual with medication 	<p>Direct Service Provider: Respite workers must be familiar with individual-specific competencies and pass criminal background and misconduct registry checks.</p> <ul style="list-style-type: none"> • Be 18+ years old • Trained in CPR/first-aid • Texas driver's license/automobile insurance (if transporting individuals) <p><u>In-home respite</u> will be provided in the individual's home or place of residence, or in the home of a family member or friend. License n/a</p> <p><u>Out-of-home respite</u> can be provided in the following locations:</p> <ul style="list-style-type: none"> • Adult foster care home; • 24-hour residential habilitation home; • Licensed assisted living facilities; and • Licensed Nursing Facilities. <p>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 and Emergence Health Network (EHN or</p>	<ul style="list-style-type: none"> • In-home- per day - \$214.74 • Out-of-home - Adult foster care (AFC) home - per day (AFC Out-of-Home Respite rates) • Nursing facility - per day (NF RUG rates) • 24-hour residential habilitation home - per day - \$132.41 • Licensed assisted living facilities - per day (CBA AL Out-of-Home Respite rates)

	<p>administration or with supervision of self-medication in accordance with the Texas Board of Nursing rules (TAC);</p> <p>7. Supervision as needed to ensure the individual's health and safety;</p> <p>8. Activities that facilitate the individual's:</p> <ul style="list-style-type: none"> • Inclusion in community activities; • Use of natural supports and typical community services available to all people; • Social interaction and participation in leisure activities; and • Development of socially valued behaviors, daily living and functional living skills. <p>9. Transportation costs associated with the respite service, including transportation to and from the respite service site; and</p> <p>10. Room and board.</p> <p>*Other services indicated on the IRP may be provided during the period of respite, if they are not duplicative of or integral to services which can be reimbursable as respite or otherwise excluded by the HCBS-AMH Billing Guidelines.</p> <p>Programmatic Clarification: A direct service staff may pick up a HCBS-AMH participant from their home and provide the service in a community setting.</p>	<p>Center).</p> <p>The out-of-home respite provider must have a functional landline phone on the premises.</p>	
<p>MINOR HOME MODIFICATIONS / ADAPTIVE AIDS</p>	<p>Service Definition:</p> <p>Minor home modifications are those physical adaptations to an individual's home that are necessary to ensure the individual's health, welfare, and safety, or that enable the individual to function with greater independence in the home. In order to receive minor home modifications under</p>	<p>The agency must comply with the requirements for delivery of minor home modifications, which include requirements as to:</p> <ul style="list-style-type: none"> • Type of allowed modifications; • Time frames for completion; • Specifications for the modification; • Inspections of modifications; • Follow-up on the completion of modifications; and • Qualified building contractors provide minor home 	<ul style="list-style-type: none"> • Minor Home Modifications have a limit of \$7,500 annually. If the cost is over \$1000.00, obtain three bids. Once that max is reached, \$300 per IRP year allowed for repair, replacement, or

	<p>this program, the individual would require institutionalization without these adaptations.</p> <p>Minor home modification may include:</p> <ul style="list-style-type: none"> • Home accessibility adaptations (e.g. widening of doorways); • Modification of bathroom facilities; • Installation of ramps; or other minor modifications which are necessary to achieve a specific rehabilitative goal defined in the IRP and prior approved by DSHS; and • Repair and maintenance of a billable adaptation not covered by warranty. • Safety adaptations (alarm systems, alert systems, and other safety devices). <p>Adaptive aids include: Vehicle modifications, service animals and supplies, environmental adaptations, and aids for daily living, such as reachers, adapted utensils, certain types of lifts, pill keepers, reminder devices, signs, calendars, planners, and storage devices. Other items may be included if specifically required to realize a goal specified in the IRP and prior approved by DSHS.</p>	<p>modifications in accordance with state and local building codes and other applicable regulations.</p> <p>All minor home modifications are provided in accordance with applicable state or local building codes.</p> <p>The minor home modifications must be necessary to address specific functional limitations documented in the IRP and must be approved by DSHS.</p>	<p>updating of existing modifications.</p> <ul style="list-style-type: none"> • Adaptive Aids - \$1,000 Maximum <ul style="list-style-type: none"> ○ Adaptive aids costing over \$500.00 must be recommended in writing by a service provider qualified to assess the individual's need for the specific adaptive aid and be approved by DSHS.
<p>HOME DELIVERED MEALS</p>	<p>A home delivered meal service provides and delivers a nutritionally sound meal to individuals in their homes. Home Delivered Meals providers must be able to demonstrate that menu standards are developed to sustain and improve a participant's health through the provision of safe and nutritious meals that are approved by a dietician. The individual has met needs- based criteria if the individual:</p> <ul style="list-style-type: none"> • Is unable to do meal preparation on a regular basis without assistance; • Does not have access to alternate resources for the provision of the meal; and • Does not have natural supports that are willing/able to provide meal preparation. • Meals may be hot, cold, frozen, dried, or canned with 	<p>Must follow procedures and maintain facilities that comply with all applicable state and local laws and regulations related to fire, health, sanitation, and safety; and food preparation, handling, and service activities.</p> <p>Staff and volunteers involved in food preparation will have training in:</p> <ul style="list-style-type: none"> • Portion control; • FDA Food Code practices for sanitary handling of food; • Texas food safety requirements; and • Agency safety policies and procedures. <p>Staff and volunteers having direct contact with an individual will have training in:</p>	<ul style="list-style-type: none"> • Per Meal - \$6.24 <ul style="list-style-type: none"> ○ 62 Meals Maximum per Month

	<p>a satisfactory storage life.</p> <p>Home delivered meals providers must be provided in-person delivery whereby a paid staff or volunteer delivers the meal to the individual's home. To the extent possible, the staff or volunteers must report any changes in the individual's condition or concerns to the individual's Recovery Manager.</p>	<ul style="list-style-type: none"> Protecting confidentiality; How to report concerns, which may include: change of condition; self-neglect, and abuse, to appropriate staff for follow-up; and When to report to the Recovery Manager any individuals considered high risk. <p>A nutrition screening survey must be designed to indicate signs of poor nutritional health.</p> <p>All providers will have a safety plan to provide meals during emergencies, weather-related conditions, and natural disasters (i.e. shelf-stable emergency meal packages, four-wheel drive vehicles, and volunteer arrangements with other community resources).</p>	
<p>SUPPORTED HOME LIVING</p>	<p>Supported Home Living services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>The only billable activities for Supported Home Living are:</p> <p>1. Interacting face-to-face with an individual to assist the individual with activities of daily living including:</p> <ul style="list-style-type: none"> Bathing, Dressing; Personal hygiene; Eating; Meal planning and preparation; and Housekeeping. 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> Be at least 18 years of age; Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; Have at least three personal references from persons not related within three degrees of consanguinity that evidence the ability to provide a safe and healthy environment for the individual(s) to be served; Complete initial and periodic training provided by HCBS provider agency; and Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p>	<p>\$20.17 Per Hour</p> <ul style="list-style-type: none"> Standard User: 62 hours a month maximum High Need User: 186 hours a month maximum

	<p>2. Assisting the individual with ambulation and mobility;</p> <p>3. Reinforcement of any professional therapies provided to the individual;</p> <p>4. Assisting with the administration of the individual's medication or to perform a task delegated by a registered nurse in accordance with rules of the Texas Board of Nursing at 22 TAC, Chapter 225 (relating to RN Delegation to Unlicensed Personnel and Tasks not Requiring Delegation in Independent Living Environments for Clients with Stable and Predictable Conditions) or the Human Resources Code, §161.091-.093, as applicable;</p> <p>5. Developing or improving skills that allow the individual to live more independently; develop socially valued behaviors; and integrate into community activities; use natural supports and typical community services available to the public; and participate in leisure activities;</p> <p>6. Securing transportation for the individual;</p> <p>7. Transporting the individual, provided to individuals in accordance with HCBS-AMH guidelines; and</p> <p>8. Performing one of the following activities that does not involve interacting face-to-face with an individual: o shopping for the individual;</p> <ul style="list-style-type: none"> • Planning or preparing meals for the individual; • Housekeeping for the individual; • Procuring or preparing the individual's medication; or • Securing transportation for the individual. <p>Home and Community-Based Settings must:</p> <p>Be integrated in and support full access to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community, to the same degree of access as individuals not receiving Medicaid HCBS.</p>	<p>Individuals transporting individuals must be 18 years of age or older, pass a criminal background check; and must have a valid driver's license and proof of insurance; and</p> <p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	
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	<p>Be selected by the individual from among setting options including non-disability specific settings and an option for a private unit in a residential setting.</p> <p>Ensure rights of privacy, dignity and respect, and freedom from coercion and restraint.</p> <p>Optimize, but not regiment, individual initiative, autonomy, and independence in making life choices, daily activities, physical environment, and with whom to interact.</p> <p>Facilitate individual choice regarding services and supports, and who provides them.</p>		
<p>ASSISTED LIVING</p>	<p>Assisted Living services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>Assisted Living Services has a daily rate and is inclusive of the following:</p> <ul style="list-style-type: none"> • 24-hour on-site response staff to meet scheduled or unpredictable needs in a way that promotes maximum dignity and independence, and to provide supervision, safety, and security. • Interacting face-to-face with an individual to assist the individual with activities of daily living including: <ul style="list-style-type: none"> ○ bathing; ○ dressing; ○ personal hygiene; 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; • Have at least three personal references from persons not related within three degrees of consanguinity that evidence the ability to provide a safe and healthy environment for the individual(s) to be served; • Complete initial and periodic training provided by HCBS provider agency; and • Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p> <p>Individuals transporting individuals must be 18 years of age or older, pass a criminal background check; and must have a valid driver's license and proof of insurance; and</p>	<p>\$28.32 Per Day</p>

	<ul style="list-style-type: none"> ○ eating; ○ meal planning and preparation; and ○ housekeeping ● Assisting the individual with ambulation and mobility; ● Personal care, homemaker, and chore services; ● Reinforcement of specialized rehabilitative, habilitative or psychosocial therapies; ● Medication oversight; and ● Therapeutic, social, and recreational programming. <p>Assisted Living services are supportive and health-related residential services provided to individuals in settings licensed by the State under Title 40, Social Services and Assistance, Part 1, Department of Aging and Disability Services, Chapter 92, Licensing Standards for Assisted Living and certified by the State of Texas. Assisted Living services are necessary, as specified in the individual's IRP, to enable the individual to remain integrated in the community and ensure the health, welfare, and safety of the individual in accordance with 42 CFR § 441.710. Assisted Living Services must also meet federal HCBS Settings requirements.</p> <p>Home and Community-Based Settings must:</p> <p>Be integrated in and support full access to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community, to the same degree of access as individuals not receiving Medicaid HCBS.</p> <p>Be selected by the individual from among setting options including non-disability specific settings and an option for a private unit in a residential setting.</p> <p>Ensure rights of privacy, dignity and respect, and freedom from coercion and restraint.</p> <p>Optimize, but not regiment, individual initiative, autonomy, and independence in making life choices, daily activities, physical environment, and with whom to interact.</p>	<p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	
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	Facilitate individual choice regarding services and supports, and who provides them		
SUPERVISED LIVING	<p>Supervised Living services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>Supervised Living Services has a daily rate and is inclusive of the following:</p> <ul style="list-style-type: none"> • Enabling social interaction and participation in leisure activities; • Helping the individual develop daily living and functional living skills; • Providing individuals with personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene) and functional living tasks; • Assistance with planning and preparing meals; transportation or assistance in securing transportation; • Assistance with ambulation and mobility; • Reinforcement of specialized rehabilitative, habilitative or psychosocial therapies; • Transportation; and • Assistance with medications based upon the results of an RN assessment; the performance of tasks delegated by a RN in accordance with the Texas Board of Nursing rules as defined by Title 22 of the Texas Administrative Code, Part 11, Chapter 225; and supervision of the individual's safety and 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; • Have at least three personal references from persons not related within three degrees of consanguinity that evidence the ability to provide a safe and healthy environment for the individual(s) to be served; • Complete initial and periodic training provided by HCBS provider agency; and • Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p> <p>Individuals transporting individuals must be 18 years of age or older, pass a criminal background check; and must have a valid driver's license and proof of insurance; and</p> <p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	\$132.41 Per day

	<p>security.</p> <p>This service may be provided to individuals in one of two modalities:</p> <ol style="list-style-type: none"> 1. By providers who are not awake during normal sleep hours but are present in the residence and able to respond to the needs of individuals during normal sleeping hours; or 1. 2. By providers assigned on a shift schedule that includes at least one complete change of staff each day. Type and frequency of supervision is determined on an individual basis based on the level of need for each individual. 		
<p>HOST HOME / COMPANION CARE</p>	<p>Host Home/Companion Care services include assisting residents in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include assistance in promoting positive social interactions, as well as services to instruct individuals in accessing and using community resources. These resources may include transportation, translation, and communication assistance related to the IRP goals and services to assist the individual in shopping and other necessary activities of community and civic life, including self-advocacy. Finally, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) are included.</p> <p>Host Home/Companion Care has a daily rate and is inclusive of the following:</p> <ul style="list-style-type: none"> • Enabling social interaction and participation in leisure activities; • Helping the individual develop daily living and functional living skills; • Providing individuals with personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene) and functional living tasks; 	<p>Must comply with the following requirements:</p> <p>Residential settings must meet relevant state and local requirements;</p> <p>Individual direct service providers must:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Have a high school diploma or Certificate of High School Equivalency (GED credentials) or documentation of a proficiency evaluation of experience and competence to perform job tasks including the ability to provide the required services as needed by the individual to be served as demonstrated through a written competency-based assessment; • Have at least three personal references from persons not related within three degrees of consanguinity that evidence the ability to provide a safe and healthy environment for the individual(s) to be served; • Complete initial and periodic training provided by HCBS provider agency; and • Pass a criminal background check <p>Transportation of individuals must be provided in accordance with applicable state laws;</p> <p>Individuals transporting individuals must be 18 years of age or older, pass a criminal background check; and must have</p>	<p>\$74.16 Per Day</p>

	<ul style="list-style-type: none"> • Assistance with planning and preparing meals; transportation or assistance in securing transportation; • Assistance with ambulation and mobility; • Reinforcement of cognitive training or specialized mental health therapies/activities • Transportation; and • Assistance with medications based upon the results of an RN assessment; the performance of tasks delegated by a RN in accordance with the Texas Board of Nursing rules as defined by Title 22 of the Texas Administrative Code, Part 11, Chapter 225; and supervision of the individual's safety and security. <p>Host home/companion care is provided in a private residence meeting HCBS requirements by a host home or companion care provider who lives in the residence.</p> <p>In a host home arrangement, the host home provider owns or leases the residence.</p> <p>In a companion care arrangement, the residence may be owned or leased by the companion care provider or may be owned or leased by the individual.</p> <p>No more than three HCBS-AMH individuals may live in the host home/companion care arrangement.</p> <p>Host home/companion care is the only HCBS-AMH service that allows a relative to be the provider. A family member, court- appointed guardian, or LAR is eligible to provide Host Home/Companion Care if they meet the necessary provider requirements as outlined in the HCBS-AMH Provider Manual. For the purposes of the HCBS-AMH program, an individual's spouse is not eligible to provide host/home companion care services to the individual.</p>	<p>a valid driver's license and proof of insurance; and</p> <p>Assisting with tasks delegated by an RN must be in accordance with state law.</p>	
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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 _____ (herein, the “Effective Date”).
date of _

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 inequity.

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.



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

201 E. Main Ave.
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

RE: Specialized Therapy and Services for HCBS RFA# 17-001

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 application 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
Rick Myer, Ph.D., Trustee
Pamela Cook-Howard, Trustee
Kathleen Peyton, Trustee

EHN Employees: Kristen Daugherty, CEO

Pauline Motts, CFO
Rene Hurtado, CDO
Rene Navarro, CCO
Tewiana Norris, CNO
Chrystal Davis, COO- Diversion Services
Ashley Sandoval, COO-MH Services
David Puentes, COO-IDD Services
Marcelo Rodriguez-Chevres, MD, CMO
David Baquera- COO- Addiction Services
Juan Gonzalez- CIO
Aileen Cabral- CHRO
Carol Thornburg, DO- CMO Substance Abuse
Diana Billingsley, Purchasing Manager

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# 17-001

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 6/29/2007

EMERGENCY HEALTH NETWORK
Solicitation Check List
Specialized Therapy and Services RFA# 17-001

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

Responses should be delivered to EHN 9609 Carnegie, El Paso, Texas 79925 _____

Did you visit our website (www.emergencehealthnetwork.org) for any addendums? _____

Did you sign the Application? _____

Did you sign the “Certifications Regarding Lobbying” document? _____

Did you provide one original and one electronic copy in Word/PDF Format of your response?
electronic copy must reflect the original hard copy. _____