



**Request for Applications  
RFA #18-002  
Specialized Therapy and  
Services for Youth  
Empowerment Services (YES)  
Medicaid Waiver Program**

---

Anticipated Schedule of Events

August 27, 2018 Issuance of RFA  
Open – Continuous RFA

## General Information

---

### Emergence Health Network Information

Emergence Health Network (Local Authority) is the Department of State Health Services (DSHS) designated Mental Health Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of El Paso County, Texas.

### Background Information and Services to be Provided

#### MISSION

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

#### VISION

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

#### PHILOSOPHY AND VALUES

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

#### GOALS

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

#### OBJECTIVES

The Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS) developed the Youth Empowerment Services (YES) Waiver, which provides comprehensive home and community-based mental health services to youth between the ages of 3 and 18, up to a month before a youth's 19<sup>th</sup> birthday, who have a serious emotional disturbance. The YES Waiver not only provides flexible supports and specialized services to children and youth at risk of institutionalization and/or out-of-home placement due to their serious emotional disturbance, but also strives to provide hope to families by offering services aimed at keeping children and youth in their homes and communities.



# Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

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

---

## Notice to Interested Parties

Request for Application shall be emailed to [rfp@ehnel Paso.org](mailto:rfp@ehnel Paso.org) RFA number and title must be on the "Subject Line" of the email. Hard copies can be received at Emergence Health Network at 9609 Carnegie, El Paso, Texas 79925 on an on-going basis.

Applications must be received in an envelope and marked:

### **Specialized Therapy and Services for Youth Empowerment Services (YES) Medicaid Waiver Program RFA #18-002**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@ehnel Paso.org](mailto:bidquestions@ehnel Paso.org) 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 E H N website as an addendum. It shall be the proposer's responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: [www.emergencehealthnetwork.org](http://www.emergencehealthnetwork.org); Procurement.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

**ATTACHMENT A**

**EHN SIGNATURE PAGE**

**Specialized Therapy and Services for YES Medicaid Waiver Program**  
**RFA #18-002**  
 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@ehnel Paso.org](mailto:rfp@ehnel Paso.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 proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents, and this application is made in accordance with the Application Documents.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

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

# **Specialized Therapy and Services for Youth Empowerment Services (YES) Medicaid Waiver Program**

## **RFA #18-002**

**Date:** \_\_\_\_\_

## **STATEMENT OF WORK/ SPECIFIC PROPOSAL REQUIREMENTS**

### **The following services are available in the YES Medicaid Waiver Program:**

1. Respite Care;
2. Camp
3. DFPS Residential Child Care Mandated Family Rate Child Placing Agency General Residential Operation (GRO)
4. LCCC
5. LCCC- TRSP
6. LCCH Preschool
7. RCCH
8. RCCH- TRSP
9. Community Living Support (CLS)
10. Family Supports
11. Paraprofessional Services
12. Adaptive Aids and Supports
13. Minor Home Modifications
14. Specialized Therapies: Animal Assisted Therapy, Art Therapy, Nutritional Counseling, Music Therapy, Recreational Therapy
15. Supportive Family Based Alternatives Support Family Child Placing Agency
16. Transitional Services

### **A. APPLICATION REQUIREMENTS**

#### **All Applications must include the following information:**

- Clear identification of information by section and page.
- List of at least three (3) references, including contact person, telephone number, fax number and email address.
- Identification of all services provided.

#### **Application:**

- As applicable, Independent Provider(s) and/or Provider Firm(s) must provide a brief history of company and ownership, date started business, current total number of employees, employee turnover rate and include any special accommodations/services that could be provided
- Must be typed.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their Application any additional descriptive information about their services, which they believe, might be helpful.

#### **The attachments in this RFA include: (all attachments must be returned signed with package)**

- Attachment A: Signature Page
- Attachment B: Deviation Form
- Attachment C: HUB Subcontracting Plan
- Attachment D: Professional Services Agreement
- Attachment E: Certification Regarding Lobbying
- Attachment F: Business Associate Agreement
- Attachment G: EHN Appointed Officials and Employees

- Attachment H: Conflict of Interest Questionnaire

**Additional documents to be submitted:**

- Application Signature Page. Must bear the original signature in INK of the Independent Provider or a person or officer of the Provider Firm submitting the Application that is authorized to enter into contractual agreements on behalf of the Provider. Applications received unsigned will not be accepted.
- Deviation Form (Attachment B)
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of El Paso M/W/DBE Certificate. (Attachment C)
- Professional Services Agreement (Attachment D)
- Certification Regarding Lobbying. (Attachment E)
- Reference list
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Proof of Insurance
- Documentation of Contractor’s professional and educational qualifications for services to be delivered including copies of certifications, licenses, and/or registrations
- Business Associate Agreement (Attachment F)
- Appointed Officials and Employees (Attachment G)
- Conflict of Interest Questionnaire (Attachment H)

## General Provisions

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

### 1. RFA PACKAGE

The proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must 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.

### 2. COMPETITIVENESS AND INTEGRITY

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

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

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

### 3. PROPOSER'S RESPONSIBILITY

The preferred proposer will:

- Demonstrate continuous operation of their business for services requested under this RFP for a minimum of 5 years;
- Demonstrate adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders that may be required in performing the services requested under this RFP;
- Demonstrate a satisfactory record of performance for the services requested under this RFP; and
- Demonstrate a satisfactory record of integrity and ethics.

### 4. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to: (1) Reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts in seeking proposals or execution of a resulting contract for any reason or no reason whatsoever. EHN reserves the right to accept or reject all or any part of the



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

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

#### 5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

#### 6. SUBSTITUTES

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

#### 7. EXCEPTIONS TO PROPOSAL

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

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

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

#### 8. PRICING

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

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

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

opinion of the Purchasing Agent.

9. TAX EXEMPTION

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

10. MODIFICATION OF PROPOSALS

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

11. SIGNATURE OF PROPOSALS

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

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

An award will be offered to the responsible proposer whose proposal is determined to be the best value and demonstrates the best ability to fulfill the requirements set forth in an RFP/IFB. The prices proposed will be considered firm and cannot be altered after the submission deadline. The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.

A proposer whose proposal does not meet the mandatory requirements set forth in this RFP/IFB will be considered noncompliant.

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

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental entity for purposes of the Texas Public Information Act (TPIA), codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. **Proposer acknowledges that any and all information submitted to EHN is subject to disclosure to third parties as per the requirements of the TPIA.**

14. RESULTANT CONTRACT

**Any resultant contract shall be executed by both parties before taking effect.** The contract documents shall consist of the contract, any addenda or amendments thereto, the general and special

provisions, the drawings, proposal package and any addenda issued, and any change orders issued during the work.

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

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

**Governing Law and Venue**

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

**Texas Tort Claims Act**

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

**General Conditions and Stipulations**

- a. ***Indemnification and Worker's Compensation.*** *Contractor shall defend, indemnify and hold harmless EHN, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Contractor's acts or omission in the performance of the duties required under the Agreement. Contractor acknowledges that EHN, as a governmental agency cannot indemnify third parties as per the requirements of Texas law.*
  
- b. ***Independent Contractor.*** *It is agreed nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto. Further, nothing in this agreement shall be construed as establishing Contractor as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. Contractor represents it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, or employees shall in no way be the responsibility of EHN. Such personnel or other persons employed by Contractor shall not be entitled to any compensation, rights or benefits of any kind available to EHN employees, including, without limitation, medical and hospital care, sick and vacation leave, worker's compensation, unemployment compensation, disability, or severance pay.*

**Right to Terminate**

*EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days' written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if EHN should substantially fail to perform its responsibilities as provided herein.*

*Additionally, EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. EHN may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, EHN would receive a better rate for the same service.*

However, EHN can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the EHN's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or EHN's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**Liability for Loss and Damages**

Any damages by the Contractor to an EHN facility including equipment, furniture, materials or other EHN property, will be repaired or replaced by the Contractor to the satisfaction of EHN at no cost to EHN. EHN may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**Computer Software Management Memo**

Contractor certifies that it has appropriate systems and controls in place to ensure that EHN funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**Liability for Nonconforming Work**

All work provided by the Contractor shall conform to the latest requirement of federal, state, and local regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, EHN, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing EHN for any additional expenses incurred to cure such defects.

**Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify EHN in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

**Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, EHN, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

**Extension of Term**

*If it is determined to be in the best interest of EHN, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement. Agreement shall not be set for auto renewal.*

**Prohibition on Contracts with Companies Boycotting Israel**

*Pursuant to Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement.*

**Merger Acquisitions**

*Pursuant Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel during the term of this Agreement.*

**Medicaid Vendor List**

*Pursuant to requirements of the U.S. Department of Health and Human Services, Office of Inspector General, Contractor represents and warrants that none of its employees have been excluded from participating in federally funded health care programs and that they are not listed on the List of Excluded Individuals and Entities.*

**Monitoring Performance**

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

**15. PROPOSER INVESTIGATION**

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Agreement and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

**16. NO COMMITMENT BY EHN**

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

**17. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**18. CHANGES IN SPECIFICATIONS**

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

posted on the EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on the EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

#### 19. PROPOSAL IDEAS AND CONCEPTS

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

#### 20. BID/PROPOSAL DISCLOSURES

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

#### 21. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed proposal prior to the Submission Deadline provided the request for withdrawal is submitted to EHN in writing.

#### 22. INDEMNIFICATION

- a. The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer's operations under this contract, its use of EHN facilities and/or equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN's facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer's operations under this contract.
- b. Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.
- c. A successful proposer may be required to post a payment and/or performance bond pursuant to Texas Government Code Chapter 2253. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued, or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

#### 23. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property



by reason of services limits of not less than the following sums:

#### INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

##### GENERAL LIABILITY:

\$1,000,000 – Each Occurrence

\$1,000,000 – General Aggregate

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

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

\$5,000 – Premises Medical Expense

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

Waiver of Subrogation

##### AUTOMOBILE:

\$1,000,000 – Each Occurrence

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

##### WORKERS COMPENSATION:

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

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

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

Waiver of Subrogation

##### CONSTRUCTION PROJECTS

additional requirements:

Builders Risk Policy for total amount of completed project Bid Bond

Performance & Payment Bond

##### PROFESSIONAL SERVICES

additional requirements:

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

##### CERTIFICATE OF LIABILITY INSURANCE

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

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

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

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property.

Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

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

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

#### 24. MENTAL HEALTH FRIENDLY WORKPLACE

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

#### 25. MANDATORY DISCLOSURE

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

#### 26. NON-COLLUSION AFFIDAVIT

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

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



27. SOVEREIGN IMMUNITY

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

28. MERGERS, ACQUISITIONS

Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition.

29. DELAYS

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

30. ACCURACY OF DATA

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

31. SUBCONTRACTING/ASSIGNMENT

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

32. INDEPENDENT CONTRACTOR

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

33. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the 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 participation in any federally funded health care programs or otherwise listed on the List of Excluded Individuals and Entities maintained by the U.S. Department of Health and Human Services, Office of Inspector General; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification

forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services; and

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

**B. SERVICE OBJECTIVES**  
**YES, Waiver Service Codes, Descriptions and Provider Qualifications**

Service Name	Description	Provider Qualifications
<b>RESPITE</b>	<p><u>Service Definition:</u> 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><u>Respite Types / Locations:</u> All settings must be located within the State of Texas.</p> <p>In-Home Respite</p> <ul style="list-style-type: none"> <li>• Waiver participant's home or place of residence</li> <li>• Private residence of a respite care provider, if that provider is a relative of the Waiver participant, other than the parents, spouse, legal guardian, or Legally Authorized Representative (LAR).</li> </ul> <p><u>Programmatic Clarification:</u> A direct service staff may pick up a Waiver participant from their home and provide the service in a community setting.</p>	<p><u>Provider Qualifications:</u> License (by Respite Type / Location): In-Home Respite</p> <ul style="list-style-type: none"> <li>• n/a</li> </ul> <p><u>Other Standards:</u> 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).</p> <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. The out-of-home respite provider must have a functional landline phone on the premises.</p>
<b>CAMP</b>	<ul style="list-style-type: none"> <li>• Day or overnight camps accredited by the American Camping Association</li> <li>• Day or overnight camps licensed by DSHS</li> </ul>	<p><u>Camp</u></p> <ul style="list-style-type: none"> <li>• Day or overnight camps accredited by the American Camping Association</li> <li>• Camps licensed by DSHS – 25 Tex. Admin. Code §§265.11 – 265.24</li> </ul>
<b>DFPS RESIDENTIAL CHILD CARE MANDATED FAMILY RATE CHILD PLACING AGENCY GENERAL RESIDENTIAL OPERATOIN (GRO)</b>	<ul style="list-style-type: none"> <li>• Foster home verified by Department of Family and Protective Services (DFPS) licensed Child Placing Agency;</li> <li>• General Residential Operation (GRO) licensed by DFPS that provides emergency care services</li> </ul>	<p><u>DFPS Residential Child Care</u></p> <ul style="list-style-type: none"> <li>• Foster home verified by DFPS licensed Child Placing Agency – 40 Tex. Admin. Code Ch. 749</li> <li>• General Residential Operation (GRO) licensed by DFPS that provides emergency care services– 40 Tex. Admin. Code §748.4261</li> <li>• Child-Placing Agency licensed by DFPS – 40 Tex. Admin. Code, Part 19, Ch 749, Sub C</li> </ul>
<p><b>LCCC</b> <b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p> <p><b>LCCC – TRSP</b> <b>Certified</b> <b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p> <p><b>LCCH</b></p>	<p><u>Licensed Child Care Center (LCCC)</u></p> <ul style="list-style-type: none"> <li>• Child care centers licensed by DFPS</li> <li>• Child care centers may be TRSP Certified (Texas Rising Star Provider)</li> </ul> <p><u>Licensed / Registered Child Care Home (LCCH / RCCH)</u></p> <ul style="list-style-type: none"> <li>• Child care homes registered or licensed by DFPS</li> <li>• Child care centers may be TRSP Certified (Texas Rising Star Provider)</li> </ul>	<p>Licensed Child Care Center (LCCC)</p> <ul style="list-style-type: none"> <li>• Child-care centers licensed by DFPS – 40 Tex. Admin. Code Ch. 746</li> </ul> <p>Licensed / Registered Child Care Home (LCCH / RCCH)</p> <ul style="list-style-type: none"> <li>• Child care homes registered or licensed by DFPS – 40. Tx-Admin Code Ch 747</li> </ul> <p>Certificate: n/a</p>

<p><b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p> <p><b>LCCH – TRSP</b> <b>Certified</b> <b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p> <p><b>RCCH</b> <b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p> <p><b>RCCH - TRSP</b> <b>Certified</b> <b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p>	<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 DSHS waiver section.</p> <p>Exceptional circumstances may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Parent / LAR dies or is hospitalized while the Waiver participant is receiving respite care, or</li> <li>• 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.</li> </ul> <p>Temporary exceptions will be granted for a defined 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><b>COMMUNITY LIVING SUPPORTS (CLS)</b></p> <p><b>Bachelor's Level</b> <b>Master's Level</b></p>	<p><u>Service Definition:</u> CLS are provided to the Waiver participant and family / LAR to facilitate the Waiver participant's achievement of his / her goals of community inclusion and remaining in their home. The supports may be provided in the Waiver participant's residence or in community settings (including but not limited to libraries, city pools, camps, etc.)</p> <p>CLS provide assistance to the family caregiver in the disability-related care of the Waiver participant, while facilitating the Waiver participant's independence and integration in to the community. The training in skills related to activities of daily living, such as personal hygiene, household chores, and socialization may be included, if these skills are affected by the Waiver participant's disability.</p> <p>CLS may also promote communication, relationship-building skills, and integration into community activities. These supports must be targeted at enabling the waiver participant to attain or maintain his / her maximum potential. These supports may serve to reinforce skills or lessons taught in school, therapy, or other settings. Training may be provided to both the caregiver and the Waiver participant, dependent upon the youth's age, on the nature of the emotional disorder, the role of medications, and self-administration of</p>	<p><u>Provider Qualifications:</u> License: n/a</p> <p>Certification: n/a</p> <p>Another Standard: Services will be provided by a credentialed Qualified Mental Health Professional - Community Services (QMHP-CS) or a QMHP-CS equivalent, and is defined as an individual who:</p> <ul style="list-style-type: none"> <li>(a) Has a bachelor's degree from an accredited college or university with a minimum number of hours that is equivalent to a major (as determined by the LMHA or MCO in accordance with §412.316(d) of this title (relating to Competency and Credentialing)) in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention; or</li> <li>(b) Is a registered nurse (RN);</li> <li>(c) Completes an alternative credentialing process identifying by the department; or</li> <li>(d) has a master's degree from an accredited college or university with a minimum number of hours that is equivalent to a major in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational</li> </ul>

	<p>medications. Training can also be provided to the Waiver participant's primary caregivers to assist the caregivers in coping with and managing the Waiver participant's emotional disturbance. This includes instruction on basic parenting skills and other forms of guidance.</p> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>	<p>psychology, early childhood education, or early childhood intervention.</p>
<p><b>FAMILY SUPPORTS</b></p>	<p>Family Supports provides peer mentoring and support to the primary caregivers; engages the family in the treatment process; models self-advocacy skills; provides information, referral and non-clinical skills training; maintains engagement; and assists in the identification of natural / non-traditional and community support systems.</p> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>	<p><u>Provider Qualifications:</u> License: n/a Certification: n/a</p> <p><u>Other Standards:</u> The Waiver Provider will credential individual family support providers. Individual providers must meet credentialing requirements, including passing a criminal background check and reference checks.</p> <p>Family Supports providers are individuals skilled and experienced as the primary caregiver to children / adolescents with emotional and behavioral health challenges like those of the population of waiver participants, including a serious emotional disturbance.</p> <p>A family support provider must have:</p> <ul style="list-style-type: none"> <li>• High school diploma, or a high school equivalency certificate issued in accordance with the law of the issuing state;</li> <li>• At least one cumulative year of receiving mental health community services for a mental health disorder or one cumulative year of experience navigating the mental health system as the parent or primary caregiver of a child / adolescent receiving mental health community services; and</li> <li>• Be under the direct clinical supervision of a master's level therapist.</li> </ul> <p><u>Programmatic Clarification:</u> The Waiver Provider must designate a licensed master's level clinician as the clinical supervisor for Family Support Services staff. The clinical supervisor provides oversight of the activities provided under this service through regular interaction with staff and reviews of progress notes. The clinical supervisor is not required to be present during service provision. The clinical supervisor provides staff with training / technical assistance when necessary to assist the staff with working effectively with Waiver participants and their families.</p> <p>Individuals providing Family Supports must complete a training process through the Waiver Provider on program philosophy, policies and procedures, including reporting of critical incidents and abuse, neglect and exploitation.</p>



<p style="text-align: center;"><b>PARAPROFESSIONAL SERVICES</b></p>	<p>Services related to addressing the Waiver participant's needs that arise as a result of their severe emotional disturbance. These services contribute to the community functioning of Waiver participants and thereby assist the Waiver participants to avoid institutionalization. The services are essential to promote community inclusion in typical child/youth activities and exceed what would normally be available for children / adolescents in the community.</p> <p>Services include:</p> <ul style="list-style-type: none"> <li>• Skilled mentoring and coaching - Skilled mentoring would be provided by an individual who has had additional training/experience working with children / adolescents with mental health problems. For example, a teenager with severe behavior problems may require mentoring from a provider with behavioral management expertise.</li> <li>• Paraprofessional Aide - This service may be reimbursed if delivered in a setting where provision of such support is not already required or included as a matter of practice. The Paraprofessional aide assists the Waiver participant in preventing and managing behaviors stemming from severe emotional disturbance that create barriers to inclusion in integrated community activities such as after-school care or day care.</li> <li>• Job placement – assistance in finding employment.</li> </ul> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>	<p><u>Provider Qualifications:</u> License: n/a</p> <p>Certification: n/a</p> <p>Other Standards: A paraprofessional provider (or community services specialist) must meet the following qualifications: (a) Have received: i. a high school diploma; or ii. a high school equivalency certificate issued in accordance with the law of the issuing state; (b) Have a minimum of one year of documented full-time experience in the provision of service activities comparable to that specified under the service definition to a population similar to those served under this waiver. Life experience may be considered if the documented experience includes activities that are comparable to services specified under the service definition; and (c) Demonstrate competency in the provision and documentation of the specified or comparable service. Competency is assessed and documented by the waiver provider agency and reviewed by DSHS.</p>
<p style="text-align: center;"><b>ADAPTIVE AIDS AND SUPPORTS</b></p>	<p>Devices and supports recommended by the treatment team to affect 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>	<p><u>Provider Qualifications:</u> License: n/a</p> <p>Certification: n/a</p> <p>Other Standards: 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>

	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <p>Adaptive Aids and Supports and Minor Home Modifications have a collective limit of \$5,000 annually.</p> <p>If the is cost is over \$500.00, obtain three bids.</p> <p>Room and board, normal household expenses and items 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><b>MINOR HOME MODIFICATIONS</b></p>	<p>Services related to addressing the Waiver participant's needs that arise as a result of their severe emotional disturbance. These services contribute to the community functioning of Waiver participants and thereby assist the participants to avoid institutionalization. These services include Home Accessibility / Safety Adaptations - Physical adaptations to the Waiver participant's residence, required by the Waiver Participant's Individual Plan of Care, that are necessary to ensure the health, welfare and safety of the participant. May include alarm systems, alert systems, and other safety devices.</p> <p>Adaptive Aids and Supports and Minor Home Modifications have a collective limit of \$5,000 annually.</p> <p>If the is cost is over \$500.00, obtain three bids.</p> <p>Room and board, normal household expenses and items not related to the amelioration of the child's disability are not included.</p>	<p><u>Provider Qualifications:</u> License: Minor Home Modifications may be provided by alarm system providers licensed by DSHS under TAC Title 25 Chapter 140 Subchapter B for Personal Emergency Response Systems and/or Texas Department of Public Safety Title 37 Part 1 Chapter 35.</p> <p>Certification: n/a</p> <p>Other Standards: Minor Home Modifications must be age appropriate and related to specific therapeutic goals. The Waiver Provider is required to maintain written documentation of reasonable cost for services.</p>



	<p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver</p>	
<p><b>Specialized Therapies ANIMAL ASSISTED THERAPY</b></p>	<p>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><u>Animal-Assisted Therapy:</u> 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><u>Provider Qualifications:</u> 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>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), and the North American Riding for the Handicapped Association (NARHA). Now called Path Prof assoc. therapeutic or horsemanship.</p>
<p><b>Specialized Therapies ART THERAPY</b></p>	<p>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><u>Art Therapy:</u> 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, improve reality orientation, reduce anxiety, and increase self-esteem</p>	<p><u>Provider Qualifications:</u> 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>Certification: Art Therapist certified by the Art Therapy Credentials Board (AT-BC).</p>
<p><b>Specialized Therapies NUTRITIONAL COUNSELING</b></p>	<p>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><u>Nutritional Counseling:</u> 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><u>Provider Qualifications:</u> 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><b>Specialized Therapies MUSIC THERAPY</b></p>	<p>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.</p> <p>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, and enhance well-being and foster independence. Music Therapy provides an opportunity to move from isolation into active participation through an increase in verbal and nonverbal communication, social expression, behavioral and social functioning, and self-awareness. 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><u>Provider Qualifications:</u> 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>Music Therapist certified by the Certification Board for Music Therapists (MT-BC).</p>
<p><b>Specialized Therapies RECREATIONAL THERAPY</b></p>	<p>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><u>Provider Qualifications:</u> 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><b>SUPPORTIVE FAMILY BASED ALTERNATIVES (SFA)</b></p>	<p>SFA are designed to provide therapeutic support to the Waiver participant and to model appropriate behaviors for the</p>	<p><u>Provider Qualifications:</u> License:</p>

<p><b>SUPPORT FAMILY CHILD PLACING AGENCY</b></p>	<p>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 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"> <li>• 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).</li> <li>• Securing and providing transportation.</li> <li>• Reinforcement of counseling, therapy and related activities.</li> <li>• Assistance with medications and performance of tasks delegated by a RN or physician</li> <li>• Supervision of the Waiver participant for safety and security.</li> <li>• Facilitating inclusion in community activities, social interaction, use of natural supports, participation in leisure activities and development of socially valued behaviors.</li> <li>• Assistance in accessing community and school resources.</li> <li>• 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-</li> </ul>	<ul style="list-style-type: none"> <li>• Foster home verified by DFPS licensed Child Placing Agency – 40 Tex. Admin. Code Ch. 749</li> <li>• Child-Placing Agency licensed by DFPS (TAC 40, Part 19, Chapter 749, Subchapter C).</li> </ul> <p>Certification: n/a</p> <p>Other Standards: 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>
---	---	---

	<p>by-case basis, if recommended by the LMHA and prior approved by DSHS.</p> <ul style="list-style-type: none"> <li>• Costs for all waiver services, including any extended Supportive Family-based Alternatives cannot exceed the individual annual cost ceiling established under the waiver.</li> </ul>	
<p><b>TRANSITIONAL SERVICES</b></p>	<p>Transition assistance is limited to \$2,500 dollars per waiver participant.</p> <ul style="list-style-type: none"> <li>• Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver. Utility and security deposits for the home/apartment</li> <li>• Needed household items such as linens and cooking utensils</li> <li>• Essential furnishings</li> <li>• Moving expenses</li> <li>• Services necessary to ensure health and safety in the apartment/home (e.g., pest eradication, allergen control, one-time cleaning)</li> </ul> <p>Transition assistance is limited to \$2,500 dollars per waiver participant. Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>	<p>Provider Qualifications: License: n/a Certification: n/a Other Standards: Services will be provided by the Waiver Provider. The Waiver Provider must demonstrate to DSHS that services provided meet the requirements of the approved Individual Plan of Care and are of reasonable cost</p>

**C. STANDARDS**  
**Quality Assurance**

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

- Monitor and evaluate service performance and outcome data to identify needs for additional training or collaboration with key stakeholders and community partners to immediately address roadblocks in the service delivery system.
- Ensure compliance with record maintenance and documentation consistent with state and federal regulations by conducting desk reviews of service records, on-site reviews evaluating adherence to clinical design by providers implementing crisis services, and monitoring services through EHN's electronic medical records system (Anasazi).
- Ensure crisis respite sites are compliant with all state and federal safety regulations.
- On a monthly basis, EHN will monitor impact on access and quality of services through data collection. EHN will assess the impact of interventions based on standardized quantitative measures and qualitative analysis relevant to the target population. Examples of data sources include:
  - Standardized assessments of functional, mental and health status
  - Medical and service encounter records
  - Participant surveys and contractor surveys.

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

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

- **Financial Oversight**

On a monthly basis, EHN will monitor budget and expenditure reports related to the costs of delivering the crisis response system.

#### **D. Reporting**

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

- a. Names of EHN-referred individuals seen by Provider;
- b. Description of any complaints received from EHN referred individuals (or their LAR), identifying those resolved to the individual's (or LAR's) satisfaction within 14 days from the date of complaint; and
- c. Number and documentation of all incidents of restraint and seclusion of EHN-referred individuals.
- d. Number of EHN-referred individuals with MH who did not transition back to home from crisis respite within fourteen (14) calendar days.

All significant risk events involving individuals served under this Agreement must be documented on an EHN Event Report immediately after occurrence. The original report must be routed to the person and in the manner designated by EHN. In no event shall these reports be routed later than twenty-four (24) hours of knowledge of the event of:

- e. Any allegation of abuse, neglect, and/or exploitation of EHN-referred individuals that involves Provider and/or Personnel;
- f. Any significant incidents, injuries, or illnesses related to EHN-referred individuals; or Any death of an EHN-referred individual, whereby Provider has been made aware

### **E. GENERAL PROVISIONS**

#### **A. Irregularities in Applications**

Except as otherwise stated in this Request for Application, evaluation of all Applications will be based solely upon information contained in the vendor's response to this Application. EHN shall not be held responsible for errors, omissions or oversights in any vendor's response to this Application. EHN may waive technical irregularities, which do not alter the price or quality of the services.

EHN shall have the right to reject Applications containing a statement, representation, warranty or certification which is determined by EHN and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any Application.

The inability of a vendor to provide one or more of the required components or specified features or capabilities required by this Application does not, in and of itself, preclude acceptance by EHN of the Applications. All Applications will be evaluated as a whole in the best interest of EHN.

#### **B. Oral Presentations**

Any vendor that submits an Application in response to this request may be required to make an oral presentation for further clarification upon EHN's request.

#### **C. Amendments to the Application**

If it becomes necessary to revise any part of this Application package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each vendor via faxed amendment or e-mail.

#### **D. Public Information Act**

The parties agree that EHN is a governmental body for purposes of the Texas Public Information Act (TPIA), codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Applicant acknowledges that information submitted to EHN is subject to disclosure to third parties as per the requirements of the TPIA.

**E. Deviation Form**

Each Application shall contain a Deviation Form, which states the prospective vendor’s commitment to the provision of this Request for Application. An individual authorized to execute contracts shall sign the Deviation Form. Any exception taken to the terms and conditions identified in this Application Package including the sample contract must be expressly stated in the Deviation Form. (See Attachment A – Deviation Form)

**E. Term of Contract**

The intent of the RFA is to award a one (1) year initial period of performance with one (2) two- year renewal options at the sole discretion of EHN based upon satisfactory performance and funding availability which will be reviewed on an annual basis.

**F. Licensure**

The vendor shall submit, with their Application, a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: local, state, county, and/or federal.

**E. EVALUATION CRITERIA**

Evaluation criteria is established to ensure EHN is recruiting the most qualified providers that are dedicated to high quality and the most experienced. A decision to proceed with contracting will be based on the applicant meeting a minimum percentage of 90% based on the criteria listed below, criteria is based on the TAC Title 25, Chapter 412, Subchapter B:

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

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



**ATTACHMENT B**



**DEVIATION FORM**

**All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet.** In the absence of any entry on this Deviation Form, the prospective vendor assures EHN of their full agreement and compliance with the Specifications, Terms and Conditions.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective vendor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. **(Attachment B)**

**THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION**

SPEC # / Section # / Page #	DEVIATION(S)

\_\_\_\_\_  
**Independent Contractor/Firm**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**ATTACHMENT C**

**HUB SUBCONTRACTING PLAN HISTORICALLY UNDERUTILIZED BUSINESS**

---

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

Vendor \_\_\_\_\_

Vendor Identification Number: \_\_\_\_\_

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

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Bid/Proposal Number: \_\_\_\_\_

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

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

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

Name of Subcontractor/Supplier:

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

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

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

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

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

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

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

---

---

---

---

---

---

---

---

---

---

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



## ATTACHMENT D

### PROFESSIONAL SERVICES AGREEMENT YES, Medicaid Waiver Program

THIS AGREEMENT with an effective date of \_\_\_\_\_ (herein, the “Effective Date”) is made by and between EL PASO MHMR d/b/a EMERGENCE HEALTH NETWORK (“EHN”), a community center under the provisions of the Texas Health and Safety Code, and \_\_\_\_\_ (hereinafter referred to as “Provider”) for the purpose of providing specialized therapy and services, more specifically detailed on Exhibit 1, attached hereto and incorporated by reference (the “Services”) for qualified individuals in El Paso County in accordance with State of Texas requirements and community standards.

#### RECITALS

WHEREAS, pursuant to the Texas Health and Safety Code EHN been designated by the Texas Department of State Health Services (“DSHS”) as the local mental health (“MH”) authority for El Paso County, Texas residents; and

WHEREAS, as the local MH authority, EHN is responsible for the planning, policy development, coordination, Resource Allocation and resource development for and oversight of MH services for El Paso County; and

WHEREAS, on \_\_\_\_\_, EHN has issued a Request for Applications for MH Specialized Therapy and Services; and

WHEREAS, Provider, upon entering into this Agreement, meets EHN and Texas State requirements for performance of crisis respite services; and

WHEREAS, Provider desires to contract with EHN to provide MH specialized therapy and services; and

WHEREAS, this Agreement sets forth terms and conditions evidencing the agreement of the parties hereto. Now, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### Article 1

##### OBLIGATIONS OF PROVIDER

**1. Provision of Covered Services.** Provider agrees to provide the Services as requested by EHN and in accordance with Exhibit 1. Provider must immediately notify EHN of any change, or potential change, in its status that could affect its ability to provide the Services. Consumers will have choice of providers; Provider acknowledges that EHN does not warrant or guarantee any Consumer will choose Provider to perform the Services. Provider agrees that no individuals will be refused for Services solely on the basis of the person’s arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.

**2. Non-Disparagement.** Provider shall not in any way, verbally or in writing, disparage or derogate the business, services or personnel of EHN to any third-party, nor shall Provider intentionally interfere with any business relationship between EHN and any third-party. This provision shall survive the termination of this Agreement.

**3. Non-Exclusivity.** Nothing contained in this Agreement shall be construed to confer upon the Provider the exclusive right to perform the Services in any geographic area and EHN explicitly reserves the right to contract with any other Provider in the geographic area of EHN.

**4. Claims for Payment.** Provider will submit a claim for payment no later than the tenth (10th) day following the month in which the Services were provided (“Claim Submission Deadline”). Provider shall invoice EHN outlining type of service provided, dates, and times of service. Along with submission of invoice, established EHN consumers (or their legally authorized representative) will be required to execute a verification statement of services received. Such forms shall be provided by EHN.

**5. Reimbursement.** If no clarifications are requested or otherwise immediately addressed, EHN shall remit payment to Provider not later than the thirtieth (30th) day following the Claim Submission Deadline. Provider will accept payment received from EHN in accordance with the Fee Schedule set forth in **Exhibit 2** (“Payment and EHN Obligations”). Provider will not submit a claim or bill or collect compensation from any individual referred to Provider by EHN for Services.

**6. Non-Covered Services.** Provider agrees that compensation for providing other services beyond the Services will be solely between the individual and the Provider and that the individual or the legally authorized representative (LAR) will be informed in writing, before such services are provided, that EHN is not responsible for payment of such services. Individuals (or the LAR) will be responsible for payment for other services only if the individual is informed in accordance with this paragraph and consents in writing to the provision of such services.

**7. Representations.**

- a. Provider represents that at all times during this Agreement, it will comply with:
  - 1) The most current Texas Administrative Code governing community standards for Community Mental Health and IDD Centers and Community Service Programs;
  - 2) All applicable local, state, and federal laws, rules, and regulations now in effect and that become effective during the term of this Agreement;
- b. Provider represents that any employees performing services under this Agreement where direct contact with individuals referred by EHN will occur, have been trained in the prevention and management of aggressive behavior.
- c. Provider represents that it, or any of its employees, is not currently an employee of EHN;
- d. Provider represents that the Provider and the Provider’s employees, independent contractors, and agents (“Personnel”) are duly licensed, certified, registered and possess other legally necessary and recognized credentials necessary to perform the Services in accordance with the laws and regulations of the State of Texas;
- e. Provider represents that individuals providing service under this Agreement have been or will be credentialed by EHN prior to providing the Services;
- f. Provider further agrees to provide Services in a manner consistent with professional standards;
- g. Provider and its Personnel will maintain any certifications, registrations, or licenses, or as required by law, and agree to remain in good standing in its profession during the term of the Agreement. Additionally, Provider shall inform EHN immediately of any changes, including any termination, reduction, revocation, or suspension to any certifications, registrations, or licenses held by the Provider and its Personnel. Provider shall report to EHN when Personnel has committed an action that constitutes grounds for the suspension or revocation of the certification or licensure;
- h. Provider agrees to provide to EHN current information regarding professional licensure, insurance, and changes in name, address, and telephone number of Personnel, within fifteen days of the change;
- i. Provider represents and warrants that it, nor its principals, is not more than thirty (30) days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code Section 231.006;
- j. The Provider has full power and authority to enter into this Agreement and to bind its Personnel to the terms and conditions of this Agreement and shall be directly responsible for such performance. Provider shall utilize its best efforts to ensure that all its Personnel comply with all applicable terms and conditions of this Agreement;
- k. Provider represents that Provider is currently in good standing for state tax;
- l. Provider is in compliance with and has signed the Certification Regarding Lobbying, attached and incorporated by reference as Exhibit 3.

**8. Disclosure.** Provider agrees to disclose to EHN if it or any of its Personnel rendering services to an individual pursuant to this Agreement:

- a. Is currently barred from the award of a federal, state or county contract, or if such occurs anytime during the term of this Agreement;
- b. Has been convicted of a criminal offense related to any county, state or federally funded program; or,
- c. Is placed on “vendor hold” status for any county, state, or federally funded program.

**9. Criminal Background Checks.** Provider agrees to submit to a criminal background check for any Personnel whose duties place them in direct contact with individuals referred by EHN. Provider understands

that any Personnel having direct contact with referred individuals will be barred from providing services under this Agreement if the Personnel cannot comply with the requirements under 40 T.A.C. § 4.505. Provider shall immediately inform EHN in the event that any Personnel becomes unable to comply with the provisions of 40 T.A.C. § 4.505. Should any Personnel have been convicted, received a probated sentence, or for whom there exists an arrest warrant or wanted persons notice relevant to employment, Provider will immediately remove the Personnel from any direct contact with individuals referred by EHN. If Provider or its Personnel has a conviction prohibited under the applicable provisions of the Texas Health and Safety Code and Texas Administrative Code, then this Agreement may be terminated without prior notice

**10. Immigration Reform and Control Act.** Provider agrees to provide appropriate identification and employment eligibility documents and complete an I-9 form to meet requirements of Immigration Reform and Control Act of 1986.

**11. AIDS/HIV Workplace Guidelines.** Provider agrees to adopt and implement AIDS/HIV workplace guidelines and AIDS/HIV confidentiality guidelines, consistent with state and federal law.

**12. Reports of Abuse, Neglect and Exploitation.** Provider agrees that it shall report any allegations of abuse, neglect and exploitation in accordance with applicable law, rules of the Texas Department of Family and Protective Services (DFPS). Provider further agrees to cooperate in all DFPS investigations, according to DFPS rules, guidelines and procedures.

**13. Credentialing Requirements.** Provider shall submit the appropriate credentialing application and await approval by EHN prior to providing Covered Services to individuals referred to Provider under this Agreement. Credentialing shall be required for Provider's licensed staff and non-licensed staff, as determined by EHN. Provider further agrees to comply with EHN credentialing and re-credentialing standards. Failure to comply shall be deemed a material breach of this Agreement and may result in termination of this Agreement.

## Article 2

### RECORDS, CONFIDENTIALITY, AND ACCESS

**1. Public Information Act.** All data and information gathered by EHN for purposes of provider profiling and contract monitoring may be subject to release as public information for purposes of open records requests, as per the opinions of the Texas Attorney General's Office.

**2. Retention of Records.** Provider will create and maintain all documents pertinent to this Agreement, including records of individuals referred by EHN, receipts for the purchases of all goods and services involving the use of EHN funds as well as all other financial and supporting documents and statistical records. Provider will retain records for a minimum of five (5) years.

#### **3. Confidentiality of Records of Individuals Referred by EHN.**

- a. Provider agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information of individuals referred by EHN, if any, accessed or generated during services as a provider for EHN that it is bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information and shall maintain such information as required under state and federal laws and regulations. Furthermore, in compliance with EHN's obligations under a data use agreement with the Texas Health and Human Services Commission, Provider agrees to execute the Subcontractor Agreement Form attached hereto and incorporated by reference as Exhibit 4;
- b. Provider agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, it is bound by the provisions of 42 C.F.R. Part 2;
- c. Provider agrees to follow, undertake, or institute appropriate procedures of safeguarding information pertaining to an individual referred by EHN, if any, with particular reference to identifying information pertaining to an individual referred by EHN. The term "identifying information" includes, but is not limited to, an individual's medical record, graphs, or charts; statements made by the individual, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has been a consumer of EHN, center or other designated provider;
- d. Provider agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to individuals referred by EHN except as expressly stated in applicable laws, rules, and regulations, and Provider agrees to inform EHN of any attempts to gain access to information pertaining to individuals referred by EHN; and

- e. To the extent required by law and not otherwise, the parties do hereby assure each other that each party will appropriately safeguard Protected Health Information and/or individually identifiable health information made available to or obtained by either party. In implementation of such assurance and without limiting the obligations of either party otherwise set forth in this Agreement or imposed by applicable law, the parties hereby agree to comply with applicable requirements of law relating to Protected Health Information and/or Individually Identifiable Health Information and with respect to any task or other activity the parties perform on behalf of each other, to the extent the parties would be required to comply with such requirements. The parties agree that they will:
- (1) Not use or further disclose such information other than as permitted or required by this Agreement;
  - (2) Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by either party;
  - (3) Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement;
  - (4) Report to the other party any use or disclosure of such information not provided for by this Agreement of which either party becomes aware;
  - (5) Ensure that any subcontractors or agents to whom either party provides Protected Health Information and/or Individually Identifiable Health Information received from the other party agree to the same restrictions and conditions that apply to either party with respect to such information;
  - (6) Make available Protected Health Information in accordance with applicable law;
  - (7) Make their internal practices, books, records relating to the use and disclosure of Protected Health Information received from the other party available to the Secretary of the United States Health and Human Services for purposes of determining their compliance with applicable law (in all events, both parties shall immediately notify the other party upon receipt by the other party of any such request, and shall provide the other party with copies of any such materials);
  - (8) At termination of this Agreement, return or destroy all Protected Health Information received from the other party that either party still maintains in any form and retain no copies of such information; and
  - (9) Incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- f. Without limiting the rights and remedies of either party elsewhere set forth in this Agreement or available under applicable law, either party may terminate this Agreement without penalty or recourse to the other party if either party determines that the other party has violated a material term of the provisions of this Section of this Agreement, or such violation is imminent and material.

**4. Access to Facilities, Books and Records by EHN or Authorized State of Texas Agencies.** Upon seven

(7) days' notice, unless immediately required for regulatory or accrediting purposes, Provider agrees to allow EHN or other authorized agencies unrestricted access during usual business hours to all facilities, service providers, individuals served, records, data, and other information as necessary to enable EHN or other authorized agencies to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement. Provider authorizes EHN or their designated agents to make copies of, at no charge, Provider's medical, financial and administrative books, documents, and records related to the provision of services and the cost thereof, subject to applicable laws and regulations.

**5. Right of Audit and Recovery.** Provider hereby authorizes EHN to conduct retrospective audits, upon seven (7) days' notice unless immediately required for regulatory or accrediting purposes, of Provider's claims and other records related to any Covered Service rendered for a period of up to two (2) years following payment to Provider. In the event such an audit reveals that Provider was paid by EHN for Services not rendered or provided in accordance with this Agreement, EHN may recover any compensation paid to Provider for such services.

### **Article 3**

#### **RESPONSIBILITY OF EHN**

- 1. Payment.** In consideration of the obligations undertaken by Provider, EHN projects to pay Provider in accordance with **Exhibit 1** ("Payment and EHN Obligations").
- 2. Contract Monitoring.** EHN is responsible for routine monitoring of this Agreement to ensure the Provider complies with the terms of this Agreement.
- 3. Franchise Tax.** If Provider is a corporation and becomes delinquent in the payment of its Texas Franchise tax, then payments to the Provider due under this Agreement may be withheld until such delinquency is remedied.
- 4. Sanctions.** Provider will be given notice in writing of EHN intention to impose sanctions for non-performance requirements of this Agreement. EHN retains sole discretion to determine which situations constitute a major breach of this Agreement. Failure to remedy situations leading to sanctions will result in termination of this Agreement.
- 5. Determination of Individuals.** EHN will assess individuals to determine eligibility.

### **Article 4**

#### **INDEMNIFICATION**

To the extent not covered by insurance, each party hereby agrees, to the extent permitted under the laws of the State of Texas to indemnify and hold harmless the other party, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of the party's obligations under this Agreement, whether by the party or its Personnel.

### **Article 5**

#### **INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES**

- 1. Independent Contractor.**
  - a. The relationship between EHN and Provider shall be that of an independent contractor. The parties agree that none of the provisions of this Agreement is intended to create, nor will be deemed or construed to create, any relationship between EHN and Provider other than that of independent parties contracting with each other to carry out this Agreement. It is agreed that Provider and Personnel will not be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or borrowed servant of EHN. Provider agrees that it will not hold itself out as an agent of EHN to individuals served under this Agreement or to any other persons.
  - b. Provider understands and agrees that EHN will not:
    - (1) Withhold on behalf of Provider any sum for income tax, unemployment insurance, social security, or any other withholding;
    - (2) Will not give to Provider any of the benefits given to employees of EHN.
  - c. In the event the Internal Revenue Service should question or challenge Provider's independent contractor status, the parties mutually agree that all parties to the Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.
- 2. Professional Judgment.** In the performance of all services under this Agreement, Provider is at all times acting as an independent contractor engaged in the delivery of services. Provider and Personnel will exercise their own professional judgment in performing the services under this Agreement. The sole concern of EHN under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the terms of the Agreement and professional standards.



## **Article 6**

### **TERM AND TERMINATION**

- 1. Term.** The term of this Agreement is for (1) one year beginning on the Effective Date (the “Initial Term”), unless sooner terminated as permitted herein. This Agreement’s implementation and continuation is contingent upon availability of funds appropriated by the Texas Legislature and being made available to EHN. This Agreement may be renewed for four (4) additional one (1) year periods upon the anniversary of the Effective Date (the “Renewal Term”). EHN may renew this Agreement only if the Agreement meets best value as determined by EHN by considering all relevant factors. This Agreement shall automatically expire upon the fifth (5th) anniversary of the Effective Date, unless otherwise agreed to in writing by the parties.
- 2. Immediate Termination.** EHN may terminate this Agreement immediately if:
  - a. EHN does not receive the funding to pay for designated services under this Agreement from Medicaid and/or General Revenue;
  - b. EHN has cause to believe that termination of the Agreement is in the best interests of the health and safety of the individuals who would receive services under this Agreement;
  - c. Material Breach of this Agreement by Provider;
  - d. Provider has become ineligible to receive EHN funds; or
  - e. Provider or Personnel has a license or certificate suspended or revoked.
- 3. Termination Upon Default.** Either party may terminate this Agreement after thirty (30) days written notice if the other party is in default of any of the provisions herein and the default has not been cured within the thirty (30) day period or, if the default is such that it cannot be cured within such thirty (30) day period, reasonable progress is being made by the defaulting party to cure the default.
- 4. Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.
- 5. Termination for Failure to Disclose Criminal Conviction.** EHN may terminate the Agreement at its sole discretion if it determines that Provider did not fully and accurately disclose the following information concerning persons convicted of crimes:
  - a. The identity of any Personnel directly or indirectly involved in the Agreement who has been convicted of any criminal offense related to any state or federally funded program; or
  - b. The identity of any Personnel directly or indirectly involved in the Agreement who is in direct contact with persons served and who has been convicted of a crime including any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person;
    - (1) Should any person have a conviction described herein, Provider will immediately remove the individual from direct contact with persons served; and
    - (2) If the Provider has a conviction described herein, the Agreement may be terminated immediately.
- 6. Effect Upon Notice of Termination.** Upon notice of termination, Provider will cooperate fully with EHN in the transfer of referred individuals to other providers.
- 7. Effect Upon Termination.** Upon termination, the rights of EHN and Provider under this Agreement will terminate, except that termination will not release the parties of their respective obligations with respect to:
  - a. Payments accrued for Services by Provider prior to termination; and
  - b. The continuation of Provider’s responsibility to participate in any meetings, hearings or other activities related to the performance of any Services.
- 8. Termination of Employees or Agents.** Provider shall terminate the participation of particular Personnel under this Agreement immediately or upon request, in the event of:
  - a. Personnel’s failure to comply with EHN credentialing or re-credentialing criteria;
  - b. Any misrepresentation or fraud by Personnel in the credentialing or re-credentialing process;
  - c. Any action by Personnel which, in the reasonable judgment of EHN, constitutes gross misconduct;
  - d. Personnel’s loss, suspension or restriction of any required applicable licensure or certification; or
  - e. Thirty (30) days’ notice without cause.
  - f. Termination by Either Party. Either party may terminate this Agreement as of any date, by giving written notice of such intent at least thirty (30) days in advance.
- 9. Termination by Either Party.** Either party may terminate this Agreement as of any date, by giving written notice of such intent at least thirty (30) days in advance.

## Article 7 PROFESSIONAL LIABILITY INSURANCE

Provider shall maintain professional liability insurance in an amount equal to or greater than 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 professional 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 EHN with written evidence, acceptable to EHN, of such insurance coverage within three (3) days of such request by EHN. 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 policy for all or any portion of the coverage provided for above.

## Article 8 MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, political affiliation, or criminal history will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
2. **Amendment.** EHN may amend this Agreement by written notice to Provider. The failure of Provider to object to any such proposed amendment within ten (10) days of receipt of notice shall constitute acceptance. Amendments required by law or accrediting requirements do not require the consent of Provider and will be effective immediately on the effective date thereof.
3. **Entire Agreement.** This Agreement, including all exhibits referenced herein and documents, incorporated herein by reference, constitute the sole and only agreement of the parties hereto, and supersedes any prior understandings and written or oral agreements between the parties respecting the subject matter herein.
4. **Assignment.** The Agreement or the rights or obligations under it will not be assigned or subcontracted without prior written consent of the parties.
5. **Additional Requirements.** If Provider is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Provider's rights or obligations under the Agreement or places a significant financial burden on the Providers, the Provider may, upon giving sixty (60) days' notice of such intention, be entitled to renegotiate the Agreement.
6. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and shall be performable in El Paso County, Texas.
7. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or by overnight mail delivery service, to EHN or Provider at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to EHN:  
Emergence Health Network  
Kristen Daugherty  
Chief Executive Officer  
P.O. Box 9997  
El Paso, Texas 79995

If to Provider:

8. **Severability.** If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.
9. **Effects of Severable Provision.** In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations hereunder, the party so affected with have thirty (30) days to notify the other of its desire to renegotiate. At such time, the parties shall negotiate in good faith replacement terms.

10. **Successors and Assigns.** This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties hereto.
11. **No Third-Party Beneficiary.** Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party, including any individual referred to Provider by EHN. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any individual or duties or any responsibilities of Provider or EHN with respect to such individuals.
12. **Regulations.** EHN is subject to the requirements of various local, state, and federal laws, rules, and regulations. Such requirements binding upon EHN shall bind Provider when required by such requirement
13. **Headings.** The headings contained in this Agreement are for the convenience of the parties only and shall not be deemed to affect the meaning of the provisions hereof.
14. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to the other party hereto.
15. **No Waiver of Rights.** The failure of either party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as appropriate.
16. **Dispute Resolution.** All disputes or controversies arising under or related to this Agreement, shall first be attempted to be resolved through good faith efforts in accordance with the Policies and Procedures. In the even the parties are unable to resolve the dispute within sixty (60) days, either party may initiate binding arbitration in accordance with the procedures set forth in the Texas General Arbitration Act, and the American Arbitration Association Rules. Disputes relating to compensation rates shall not be subject to binding arbitration.

**Accepted and agreed to by the parties.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Kristen Daugherty, LCSW, MBA  
Chief Executive Officer

Date: \_\_\_\_\_



**EXHIBIT 1  
COVERED SERVICES**

**Authorization of Covered Services**

Provider shall provide Covered Services to individuals referred to Provider by EHN.

**Covered Services** Provider shall provide, with availability on a twenty-four hours-a-day, year-round basis, the following services under this Agreement:

Service Name	Description
<b>RESPITE</b>	<p><u>Service Definition:</u> 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><u>Respite Types / Locations:</u> All settings must be located within the State of Texas.</p> <p>In-Home Respite</p> <ul style="list-style-type: none"> <li>• Waiver participant's home or place of residence</li> <li>• Private residence of a respite care provider, if that provider is a relative of the Waiver participant, other than the parents, spouse, legal guardian, or Legally Authorized Representative (LAR).</li> </ul> <p><u>Programmatic Clarification:</u> A direct service staff may pick up a Waiver participant from their home and provide the service in a community setting.</p>
<b>CAMP</b>	<ul style="list-style-type: none"> <li>• Day or overnight camps accredited by the American Camping Association</li> <li>• Day or overnight camps licensed by DSHS</li> </ul>
<b>DFPS RESIDENTIAL CHILD CARE MANDATED FAMILY RATE CHILD PLACING AGENCY GENERAL RESIDENTIAL OPERATOIN (GRO)</b>	<ul style="list-style-type: none"> <li>• Foster home verified by Department of Family and Protective Services (DFPS) licensed Child Placing Agency;</li> <li>• General Residential Operation (GRO) licensed by DFPS that provides emergency care services</li> </ul>
<p><b>LCCC</b> Preschool (ages 3 – 5) School Age (ages 6 – 18)</p> <p><b>LCCC – TRSP Certified</b> Preschool (ages 3 – 5) School Age (ages 6 – 18)</p> <p><b>LCCH</b> Preschool (ages 3 – 5) School Age (ages 6 – 18)</p> <p><b>LCCH – TRSP Certified</b> Preschool (ages 3 – 5) School Age (ages 6 – 18)</p> <p><b>RCCH</b></p>	<p><u>Licensed Child Care Center (LCCC)</u></p> <ul style="list-style-type: none"> <li>• Child care centers licensed by DFPS</li> <li>• Child care centers may be TRSP Certified (Texas Rising Star Provider)</li> </ul> <p><u>Licensed / Registered Child Care Home (LCCH / RCCH)</u></p> <ul style="list-style-type: none"> <li>• Child care homes registered or licensed by DFPS</li> <li>• Child care centers may be TRSP Certified (Texas Rising Star Provider)</li> </ul> <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 DSHS waiver section.</p> <p>Exceptional circumstances may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Parent / LAR dies or is hospitalized while the Waiver participant is receiving respite care, or</li> <li>• 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.</li> </ul>

<p><b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p> <p><b>RCCH - TRSP</b> <b>Certified</b> <b>Preschool (ages 3 – 5)</b> <b>School Age (ages 6 – 18)</b></p>	<p>Temporary exceptions will be granted for a defined 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><b>COMMUNITY LIVING SUPPORTS (CLS)</b></p> <p><b>Bachelor’s Level</b> <b>Master’s Level</b></p>	<p><u>Service Definition:</u> CLS are provided to the Waiver participant and family / LAR to facilitate the Waiver participant’s achievement of his / her goals of community inclusion and remaining in their home. The supports may be provided in the Waiver participant’s residence or in community settings (including but not limited to libraries, city pools, camps, etc.)</p> <p>CLS provide assistance to the family caregiver in the disability-related care of the Waiver participant, while facilitating the Waiver participant’s independence and integration in to the community. The training in skills related to activities of daily living, such as personal hygiene, household chores, and socialization may be included, if these skills are affected by the Waiver participant’s disability.</p> <p>CLS may also promote communication, relationship-building skills, and integration into community activities. These supports must be targeted at enabling the waiver participant to attain or maintain his / her maximum potential. These supports may serve to reinforce skills or lessons taught in school, therapy, or other settings. Training may be provided to both the caregiver and the Waiver participant, dependent upon the youth’s age, on the nature of the emotional disorder, the role of medications, and self-administration of medications. Training can also be provided to the Waiver participant’s primary caregivers to assist the caregivers in coping with and managing the Waiver participant’s emotional disturbance. This includes instruction on basic parenting skills and other forms of guidance.</p> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>
<p><b>FAMILY SUPPORTS</b></p>	<p>Family Supports provides peer mentoring and support to the primary caregivers; engages the family in the treatment process; models self-advocacy skills; provides information, referral and non-clinical skills training; maintains engagement; and assists in the identification of natural / non-traditional and community support systems.</p> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>
<p><b>PARAPROFESSIONAL SERVICES</b></p>	<p>Services related to addressing the Waiver participant’s needs that arise as a result of their severe emotional disturbance. These services contribute to the community functioning of Waiver participants and thereby assist the Waiver participants to avoid institutionalization. The services are essential to promote community inclusion in typical child/youth activities and exceed what would normally be available for children / adolescents in the community.</p> <p>Services include:</p> <ul style="list-style-type: none"> <li>• Skilled mentoring and coaching - Skilled mentoring would be provided by an individual who has had additional training/experience working with children / adolescents with mental health problems. For example, a teenager with severe behavior problems may require mentoring from a provider with behavioral management expertise.</li> <li>• Paraprofessional Aide - This service may be reimbursed if delivered in a setting where provision of such support is not already required or included as a matter of practice. The Paraprofessional aide assists the Waiver participant in preventing and managing behaviors stemming from severe emotional disturbance that create barriers to inclusion in integrated community activities such as after-school care or day care.</li> <li>• Job placement – assistance in finding employment.</li> </ul> <p>Costs for all waiver services cannot exceed the individual annual cost ceiling established under the waiver.</p>

<p><b>ADAPTIVE AIDS AND SUPPORTS</b></p>	<p>Devices and supports recommended by the treatment team to affect 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"> <li>• 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.</li> <li>• 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.</li> </ul> <p>Adaptive Aids Supports and Minor Home Modifications have a collective limit of \$5,000 annually. If the is cost is over \$500.00, obtain three bids. Room and board, normal household expenses and items 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><b>MINOR HOME MODIFICATIONS</b></p>	<p>Services related to addressing the Waiver participant's needs that arise as a result of their severe emotional disturbance. These services contribute to the community functioning of Waiver participants and thereby assist the participants to avoid institutionalization. These services include Home Accessibility / Safety Adaptations - Physical adaptations to the Waiver participant's residence, required by the Waiver Participant's Individual Plan of Care, that are necessary to ensure the health, welfare and safety of the participant. May include alarm systems, alert systems, and other safety devices.</p> <p>Adaptive Aids and Supports and Minor Home Modifications have a collective limit of \$5,000 annually.</p> <p>If the is cost is over \$500.00, obtain three bids.</p> <p>Room and board, normal household expenses and items 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><b>ANIMAL ASSISTED THERAPY</b></p>	<p>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><u>Animal-Assisted Therapy:</u> 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><b>ART THERAPY</b></p>	<p>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><u>Art Therapy:</u> 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</p>

	<p>conflicts, foster self- awareness, manage behavior, develop social skills, improve reality orientation, reduce anxiety, and increase self-esteem</p>
<b>NUTRITIONAL COUNSELING</b>	<p>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><u>Nutritional Counseling:</u> 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>
<b>MUSIC THERAPY</b>	<p>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><u>Music Therapy:</u> 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.</p> <p>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, and enhance well-being and foster independence. Music Therapy provides an opportunity to move from isolation into active participation through an increase in verbal and nonverbal communication, social expression, behavioral and social functioning, and self-awareness. 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>
<b>RECREATIONAL THERAPY</b>	<p>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><u>Recreational Therapy:</u> 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>
<b>SUPPORTIVE FAMILY BASED ALTERNATIVES (SFA) SUPPORT FAMILY CHILD PLACING AGENCY</b>	<p>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 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"> <li>• 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).</li> <li>• Securing and providing transportation.</li> <li>• Reinforcement of counseling, therapy and related activities.</li> <li>• Assistance with medications and performance of tasks delegated by a RN or physician</li> <li>• Supervision of the Waiver participant for safety and security.</li> </ul>

	<ul style="list-style-type: none"> <li>• Facilitating inclusion in community activities, social interaction, use of natural supports, participation in leisure activities and development of socially valued behaviors.</li> <li>• Assistance in accessing community and school resources.</li> </ul> <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>
--	---

## EXHIBIT 1-A

### Reporting

1. By the tenth (10th) day of the month, Provider will submit a report of activities for the preceding month to EHN containing the following information:
  - a. Names of EHN-referred individuals seen by Provider;
  - b. Description of any complaints received from EHN referred individuals (or their LAR), identifying those resolved to the individual's (or LAR's) satisfaction within 14 days from the date of complaint; and
  - c. Number and documentation of all incidents of restraint and seclusion of EHN-referred individuals.
  - d. Number of EHN-referred individuals with MH who did not transition back to home from crisis respite within fourteen (14) calendar days.
2. All significant risk events involving individuals served under this Agreement must be documented on an EHN Event Report immediately after occurrence. The original report must be routed to the person and in the manner designated by EHN. In no event shall these reports be routed later than twenty-four (24) hours of knowledge of the event of:
  - a. Any allegation of abuse, neglect, and/or exploitation of EHN-referred individuals that involves Provider and/or Personnel;
  - b. Any significant incidents, injuries, or illnesses related to EHN-referred individuals; or
  - c. Any death of an EHN-referred individual, whereby Provider has been made aware.

**EXHIBIT 2**

**Payment and EHN Obligations**

SERVICE NAME	RATES
<ul style="list-style-type: none"> <li>• The unit designation for each specialized therapy is 15-minutes. One 15-minute increment is billed as one unit</li> <li>• In order to bill for a unit of providing a specialized therapy service, the entire unit must be provided to participant, face-to-face.</li> <li>• A therapist who participates in a Child and Family Team Meeting in-person is permitted to bill for a maximum of one hour, for each child and Family Team meeting attended.</li> </ul>	
COMMUNITY LIVING SUPPORT	\$22.52
FAMILY SUPPORT	\$5.63
PARAPROFESSIONAL	\$5.54
NUTRITIONAL COUNSELING	\$12.44
ANIMAL ASSISTED THERAPY	\$17.42
ART THERAPY	\$17.42
MUSIC THERAPY	\$17.42
RECREATIONAL THERAPY	\$17.42

1. EHN agrees to pay Provider based upon the above schedule for fiscal year 2018 (beginning on September 1) and every fiscal year thereafter.
2. Payment to Provider is contingent upon appropriations by the legislature of the State of Texas for funding of the services contemplated under this Agreement.
3. Travel expenses will not be reimbursed.
4. Provider expressly understands and agrees that EHN shall render no payment whatsoever to Provider for Covered Services provided to an individual who has not been referred to Provider.
5. Payment for Covered Services is conditioned upon the Provider completing the documentation necessary for EHN to process the claim(s). The documentation must meet standards, reporting requirements and rules set forth by EHN.
6. If EHN overpays Provider for any reason, Provider hereby authorizes EHN to offset the amount of such payments against future payments to Provider, upon reasonable notice to Provider and submission to Provider of appropriate supporting documentation. If EHN underpays Provider for any reason, EHN will pay the difference between the amount paid and the amounts payable pursuant to the Agreement within thirty (30) days of discovering such underpayment.





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

**ATTACHMENT E**

**CERTIFICATION REGARDING LOBBYING**

**PART A. PREAMBLE**

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

**PART B. CERTIFICATION**

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

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

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

Do you have, or do you anticipate having covered subawards under this transaction?

- Yes  
 No

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

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

\_\_\_\_\_  
Date



**EXHIBIT 3**

**TEXAS HHSC DATA USE AGREEMENT (DUA) SUBCONTRACTOR FORM**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with the undersigned provider (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below**

**SUBCONTRACTOR (PROVIDER)**

**Accepted and agreed to by the parties.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Kristen Daugherty, LCSW, MBA  
Chief Executive Officer

Date: \_\_\_\_\_

## ATTACHMENT F

### **BUSINESS ASSOCIATE AGREEMENT 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 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.

**Accepted and agreed to by the parties.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Kristen Daugherty, LCSW, MBA  
Chief Executive Officer

Date: \_\_\_\_\_



**ATTACHMENT G**



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

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

---

RE: RFA #17-018 Specialized Therapy and Services for YES Medicaid Waiver Program

Dear Applicant:

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

Attached is a copy of the questionnaire.

In 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  
David Driscoll, Secretary  
Rick Myer, Ph.D., Trustee  
Dr. Peter M. Thompson, Trustee  
Joyce Wilson, Trustee

**EHN Employees:**

Kristen Daugherty, CEO  
Ashley Sandoval, Associate CEO  
Rene Hurtado, Chief of Staff  
Rene Navarro, CCO  
Tewiana Norris, CNO  
Chrystal Davis, Chief of Clinical Services  
Marcelo Rodriguez-Chevres, MD, CMO  
Juan Gonzalez- CIO  
Carol Thornburg DO- CMO Substance Abuse  
Erin Silva, Purchasing Manager



ATTACHMENT H

<b>CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ</b> For vendor or other person doing business with local governmental entity	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p> <p>RFA #17-018</p>
<p><b>1 Name of person who has a business relationship with local governmental entity.</b></p>	
<p><b>2 Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer with whom filer has employment or business relationship.</b></p> <p>Name of Officer _____</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;">Yes                      No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;">Yes                      No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes                      No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>_____ Signature of person doing business with the governmental entity</p> <p style="margin-left: 300px;">Date _____</p>	



