

APPROVAL OF TPAPN CONTRACT ADDENDUM FOR TWO YEAR EXTENSION

Summary:

Staff requests approval of TPAPN Contract Addendum which extends TPAPN contract for another 2 years and makes modifications to reflect Sunset Recommendations and new EEP program.

Background:

The Texas Peer Assistance Program for Nurses provides services to Nurses whose practice may be impaired by chemical dependency, chemical abuse or mental illness. The Board of Nurse Examiners contracts with the TPAPN through a biannual contract to provide an alternative to discipline.

Article I of the TPAPN contract provides:

The Contract shall be automatically extended for two-year periods beginning in September 1, 2005 and September 1, 2007 respectively unless 90 days prior to the contract's term or any extension, either party gives written notice of its intent to renegotiate or not extend the Contract. The Contract shall be reviewed annually between March and May.

At the April 2007 Board meeting, the Board authorized Staff to work with TPAPN and submit a draft of an amended contract back in July for approval of 2 year extension with modifications to begin September 1, 2007.

Appended are documents related to this matter:

1. The original contract for services with TPAPN without attachments.
2. Proposed Addendum 2 to the Contract for TPAPN services.

Recommendation:

The Board move to approve modifications to the TPAPN Contract as outlined in the attached Addendum 2 with authority of Executive Director to execute same on Board's behalf in order to extend the contract for services for 2 years with modifications to begin September 1, 2007

**ADDENDUM #2
CONTRACT FOR SERVICES
TO PROVIDE PEER ASSISTANCE PROGRAM FOR NURSES**

THIS ADDENDUM (the "Addendum") is entered into as of this _____ day of _____, 2007 by and between Board of Nurse Examiners for the State of Texas ("Purchaser") and Texas Nurses Association ("Contractor").

WHEREAS, Purchaser and Contractor are parties to an Agreement relating to Contractor providing a peer assistance program for nurses; and

WHEREAS, Purchaser and Contractor mutually desire to extend the term of the Agreement for two years until August 31, 2009 and make other modifications as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Purchaser and Contractor agree as follows:

1. All references to the "Texas Commission on Alcohol and Drug Abuse" shall be to the "Texas Department of State Health Services (or its successor agency)" and all corresponding references to the "Commission" shall be to "Department."
2. Paragraph III.A.4 is amended to read.
 1. Accept self-referrals from Nurses whose practice may be impaired and third-party referrals from i) colleagues, employers, or facilities who suspect a Nurse's practice of being impaired, ii) family or friends show suspect a Nurse's practice of being impaired, and iii) Purchaser. Third parties may be required to identify themselves and to provide reasons for the referral. Referrals from third party by persons required to report to Purchaser by the Nursing Practice Act shall be handled in accordance with the Nursing Practice Act as amended by HB 2426, 80th Texas Legislature, and policies of Purchaser.
3. Paragraph III.A is amended by adding a Subparagraph 8 that reads:
 8. Provide, for a fee paid by participant, a special, limited participation status that involves an extended evaluation monitoring period of up to one year for nurses reported for a one time inappropriate or suspicious drug use or misuse but that are initially evaluated as having a low probability of chemical dependency.
4. Paragraph V is amended to read.

V. CONTRACT PRICING AND BILLING

1. Contractor shall be paid in monthly installments equal to \$6.00 for each Registered or Licensed Vocational Nurse who renews his or her license during each month of this Contract, not to exceed \$625,000 per fiscal year. It is understood that Purchaser will pay this amount from a surcharge it collects pursuant to Section 467.004, Health and Safety Code, from each Registered or Licensed Vocational Nurse who renews his or her license. In no event shall

Purchaser be obligated to pay Contractor more than the total amount collected by Purchaser through this surcharge.

2. Purchaser warrants and represents that it has complied with all known procedures necessary in order to retain Contractor for the services described herein and to pay Contractor for the services to be rendered pursuant to this Contract.
3. Funding for TPAPN under this contract will depend on the amount of peer assistance fees collected by the Purchaser, but will not exceed the line-item appropriation for peer assistance in the Purchaser's appropriation. Notwithstanding this limitation, the Contractor may charge Nurses additional fees to participate in the TPAPN program, provided those fees have been approved by Purchaser.

5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be executed in duplicate originals on the _____ day of _____, 2007.

BOARD OF NURSE EXAMINERS FOR THE STATE OF TEXAS

By: _____
Katherine A. Thomas, MSN, RN
Executive Director

TEXAS NURSES FOUNDATION

By: _____
Clair B. Jordan, MSN, RN
Executive Director