

Open Enrollment

Request for Applications (RFA)

RFA # 0145

Substance Use Disorder Services

JANUARY 2025

LifePath Systems
ATTN: Samatha Kommana
Contract Administrator
1515 Heritage Drive
McKinney, TX 75069

procurement inquiries@lifepathsystems.org

Issue Date: 01/24/25

Due Date: Open Enrollment



NOTICE OF OPEN ENROLLMENT

Background Information

Collin County Mental Health Mental Retardation Center d/b/a LifePath Systems (the "Center") was founded in 1986. It is a community center created under Texas Health & Safety Code Chapter 534 and as such is:

- 1) an agency of the state, a governmental unit, and a unit of local government, as defined by Chapters 101 and 102 of the Texas Civil and Practice Remedies Code;
- 2) a local government, as defined by Section 791.003 of the Texas Government Code;
- 3) a local government for the purposes of Chapter 2259 of the Texas Government Code; and
- 4) a political subdivision for the purposes of Chapter 172 of the Texas Local Government Code.

The Center the Local Behavioral Health Authority (LBHA) and the Local Intellectual and Developmental Disabilities Authority (LIDDA) for Collin County, Texas as authorized by the Texas Health and Human Services Commission (HHSC), established to plan, coordinate, develop policy, and allocate resources, supervise, and ensure the provision of community-based services. In addition to its role as Authority, the Center is a provider of behavioral health services and a provider of services for individuals with intellectual or developmental disabilities.

Throughout this RFA, reference to "Center" is assumed to define and include LifePath Systems. Reference to the "applicant" is assumed to include the applicant and any other applicant and/or personnel with which the applicant has elected to partner for purposes of this RFA.

The Center is seeking to contract with Vendors for the purpose of providing Substance Use Disorder Services of eligible individuals of Collin County.

If you are interested in submitting an application, please carefully adhere to the Instructions, requirements, attachments, and deadlines presented in RFA # 0145. A copy of the Request for Applications (RFA) may be obtained from the Center's website at https://www.lifepathsystems.org/connect-with-us/contracting-opportunities/ or by contacting Samatha Kommana, Contract Administrator, procurement inquiries@lifepathsystems.org

The Center is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code therefore following Contract award, the contents of all applications may be made available upon written request. Therefore, any information contained in the application that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

In accepting proposals, the Center reserves the right to reject any and all applications that are incomplete and fail to meet the requirements specified in the RFA, and to waive any requirements in order to take the action, which it deems to be in the best interest of the Center and is not obligated to accept the lowest Proposal. This RFA does not obligate the Center to pay for any costs incurred by respondents in the preparation and submission of an application. Furthermore, the RFA does not obligate the Center to accept or contract for any expressed or implied services. Contract funding and length is contingent on HHSC funding.



PURPOSE

The goal of the network is to:

- 1. Develop a network of providers that allows for individual choice of service area substance use disorder (SUD) providers.
- 2. Develop a service array of SUD services as mutually defined by the Health and Human Services Commission and the Local Authority based on current funding.
- 3. Identify, implement, and evaluate successful services based on individual outcomes so that these efforts can be replicated.
- 4. Create meaningful collaborations between the Local Authority and credentialed providers of SUD services.
- 5. Provide quality SUD services and achieve the desired outcomes at the most efficient cost possible.

SERVICES SOUGHT

This RFA seeks participation from Successful Applicants for the purpose of offering Substance Use Disorder Services as listed below:

- The following services as described in the attached TRA-TRY-TRF Statement of Work Attachment
 - a. Adult Outpatient Treatment
 - b. Youth Outpatient Treatment
 - c. Adult Residential Detoxification
 - d. Adult Ambulatory Detoxification
 - e. Adult Intensive Residential Treatment
 - f. Youth Intensive Residential Treatment
 - g. Specialized Female Outpatient Treatment
- 2. The following service as described in the attached MAT Statement of Work Attachment F.
 - a. Medication Assisted Treatment (MAT)

NOTE: Statements of Work – Attachment E and Attachment F are posted as a separate document from this RFA document.

APPLICANT ELIGIBILITY REQUIREMENTS

To be eligible to receive a contract with the Center, an Applicant must:

- 1. Have non-profit or governmental status to apply as a provider under this RFA, with the exception of MAT services.
- 2. Be contracted in the networks of Service Delivery Area for Medicaid Managed Care Organizations (MCOs), to ensure continuity of services.
- 3. Service Delivery Area:
 - 3.1 Outpatient, MAT services, and/or Ambulatory Detoxification must be provided within



Collin County to ensure local access to the level(s) of care.

- 3.2 Intensive Residential and Residential Detoxification Services can be provided in Collin County or contiguous counties.
- 4. The Applicant or its parent company should have provided the service(s) they are proposing to provide for at least two (2) years prior and be capable of providing services in accordance to the goal of this published RFA while assuring adherence to existing standards of care, service definitions, staff training, and credentialing requirements and cost benefit.
- 5. Applicants must retain professionals that hold valid Texas licenses and/or certifications to the extent required to perform any individual component of the services and meet minimum training, educational, licensing, and credentialing requirements for service delivery in accordance with appropriate TAC requirements. See individual Statement(s) of Work for detailed information.
- 6. Maintain and cause personnel providing services under the Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, policies of general liability, professional liability, and Workers Compensation insurance coverage to insure Applicant against any claim for damages arising in connection with Applicant's responsibilities or the responsibilities of Applicant's personnel under the Agreement. Businesses or professionally licensed applicants must maintain a minimum coverage of 1 million dollars per occurrence, 3 million dollars aggregate, and 1 million dollars umbrella. Applicants providing transportation to individuals receiving services must also provide automobile liability insurance that meets the minimum standard set by the Texas Department of Public Safety.
- 7. Have and maintain sufficient Internet access and a current email account.
- 8. Notwithstanding the above, be registered to do business in Texas. In any situation in which a consortium of providers intends to submit a single Application in response to this RFA, a single entity responsible for services must be identified to be the party to the Contract, and must demonstrate, to the Center's reasonable satisfaction, the ability to manage funds.
- 9. Comply with all state and federal laws regarding the confidentiality of records of individuals served and nondiscrimination.

RESPONSIBILITIES

LifePath Systems Responsibilities/Local Authority Required Activities:

As the Local Authority, LifePath Systems is responsible for the development of the Consolidated Local Service Plan (CLSP), the Local Provider Network Development Plan (LPND), policy development, coordination of the service system with the community and the Health and Human Services Commission (HHSC), resource development, utilization management and quality assurance. The Local Authority ensures that contracted services addressing individuals' needs are provided as required by HHSC and comply with the rules and standards adopted under Title 7, Subtitle A, Chapter 534 of the Texas Health and Safety Code, and Title 25, Part 1, Chapters 140, 412, and 564 of the Texas Administrative Code (TAC). The Local Authority does not guarantee any referral volume to any service provider within its network of providers.



LifePath Systems required activities include:

- 1. LifePath Systems shall provide initial eligibility and substance use disorder screenings for individuals including:
 - a. Determination of individuals' needs, resulting in referral(s) to appropriate resources based on HHSC Placement Guidelines.
 - b. Communication of the initial authorization and assessment information to the receiving Network Provider contingent upon capacity in the system.

2. LifePath Systems shall:

- a. Review Financial Eligibility that is in "Ready for Review" status in CMBHS.
- b. Shall place those that are complete in "Closed Complete" status and coordinate with Contractor to resolve those that are determined incomplete.
- c. Provide service authorization throughout the contract in accordance with HHSC Utilization Management Guidelines.
- d. Be responsible for providing Consumer Benefits Enrollment assistance to potentially eligible individuals.
- e. Manage a Wait List for individuals who meet eligibility criteria for Substance Use Disorder Services when the system is at or above capacity.

3. LifePath Systems shall:

- a. facilitate routine face to face programmatic meetings.
- b. conduct required quarterly regional collaborative meetings.
- 4. LifePath Systems shall monitor Contractor's compliance with the contract and evaluate the contractor's provision of services, including:
 - 4.1 Competency and continuity of the contractor to provide care.
 - 4.2 Individuals' access to services
 - 4.3 Safety of the environment in which services are provided.
 - 4.4 Compliance with the performance expectations referenced in Title 25, Part 1, Chapter 412, Subchapter B
 - 4.5 Satisfaction of individuals and family members with services provided; and
 - 4.6 Utilization of resources.
 - 4.7 Monitor credentialing for professionals providing services under this Agreement in accordance with appropriate TAC requirements in accordance with SUD Guidelines.

Service Provider Responsibilities:

- 1. Applicant shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in service region within the first quarter of the contract term.
- 2. Applicant agrees that its name, contact information and certain other pertinent information may be used, along with a description of its facilities, care, and services in any information distributed by LifePath Systems listing its Network Providers.



- 3. Applicant shall furnish LifePath Systems with admission exclusionary criteria in writing at the time of executing the contract. Applicant shall give LifePath Systems thirty (30) days prior written notice of any proposed modifications of the criteria.
- 4. Applicant shall refer individuals identified as potentially eligible for substance use disorder and Mental Health services to LifePath Systems' Open Access.
- 5. Applicant shall maintain, and provide to LifePath Systems upon request, completed credentialing for each professional, including subcontractors, providing services under this Agreement.
- 6. Applicant shall respond to initial referral from OSAR within three (3) business days.
- 7. Applicant shall document Medicaid verification status for each individual receiving services on a monthly basis.
- 8. Applicant shall provide Consumer Benefits Screening services to identify individuals to be referred to LifePath Systems for assistance in applying for third-party benefits.
- 9. Applicant shall perform Financial Eligibility, including Medicaid Eligibility Verification, in CMBHS and save in "Ready for Review" status on a semiannual basis, and whenever there is a change in the individual's financial status. Contractor shall coordinate with LifePath to resolve those that are determined to be incomplete. Services provided during period without an approved financial are not reimbursable.
- 10. Applicant shall be financially responsible for safely tapering an active individual receiving services that becomes financially ineligible. (MAT Only)
- 11. Applicant shall participate in quarterly face to face programmatic meetings as scheduled by LifePath Systems.
- 12. Applicant shall notify LifePath Systems of regulatory reviews/audits and make those findings available.
- 13. Applicant shall provide Disaster Services as specified in the Performance Contract between HHSC and LifePath Systems in the event of an emergency.
- 14. Applicant shall comply with regulations and standards relevant to ensuring services are addressing individuals' needs as required by HHSC and comply with the rules and standards as published in the links below:
 - 14.1 Texas Administration Code Title 25, Part 1, Chapter 140, regarding Health Professions Regulations.
 - 14.2 Texas Health and Safety Code Title 7, Subtitle A, Chapter 534 Texas Comptroller
 - 14.3 Texas Administration Code Title 25, Part 1, Chapter 412, regarding Local Mental Health Authority Responsibilities.
 - Texas Administration Code Title 25, Part 1, Chapter 564, regarding General Provisions.
 - 14.5 LifePath Utilization Management/Quality Management Guidelines



| 14.6 | HHSC General Provisions, HHSC Additional Provisions, HHSC Data Usage |
|------|--|
| | Agreement |
| 14.7 | HHSC Substance Use Disorder (SUD) Program Guide |
| 14.8 | Statement(s) of Work for Medication Assisted Treatment |
| 14.9 | Statement(s) of Work TRA-TRY-TRF |

- 15. Applicant agrees to disclose to LifePath Systems immediately if changes occur anytime during the term of this Agreement.
- 16. Applicant shall provide services at designated location(s).
- 17. Applicant certifies that they are/have:
 - a. In good standing with all state and federal funding and regulatory agencies;
 - b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
 - c. Not delinquent on any repayment agreements;
 - d. Not had a required license or certification revoked;
 - e. Not ineligible under the terms of the Contract; and
 - f. Not had a System Agency contract terminated for cause.

Additionally, Applicant agrees to disclose to LifePath Systems immediately if changes occur anytime during the term of their Agreement.

SERVICE PROVIDER PROHIBITED ACTIVITIES:

Applicant shall not assess charges to a participant, any member of participant family, or any other party, including third-party payer.

QUALIFIED SERVICE ACTIVITIES:

To be a qualified service provider, one must:

- 1. Be a staff member or Applicant of the program provider;
- 2. Be paid by the program provider to provide the particular service being claimed;
- 3. Not be disqualified by this section to provide the particular service being claimed;
- Not have been convicted of an offense listed under Texas Health and Safety Code§250.006;
- 5. Not be listed as unemployable in the Employee Misconduct Registry or revoked in the Nurse Aid Registry, which are maintained by the Texas Department of Human Services; and
- 6. Meet the personnel, clinical and/or competency requirements set forth in the appropriate TAC requirements and Statement(s) of Work;



PAYMENTS/RATES:

Successful Applicants will be paid on a fee for service rate, based on the <u>SUD Fee Schedule in Attachment</u> <u>G, posted as a separate document with this RFA.</u>

PROCESSING:

- Fees are based on current HHSC rates and are subject to change. The rate reimbursed will be the
 current HHSC rate as indicated in CMBHS. If individual receiving services is subject to a sliding
 scale copayment, Applicant must collect designated amount from individual and remainder of fee
 will be collected from HHSC fee.
- 2. Applicant shall bill:
 - a. LifePath Systems for uninsured individuals' services only.
 - b. The third party for any individuals with third party benefits such as: Medicaid, private insurance, Medicare etc.
- 3. Applicant shall re-bill and refund any services paid for by LifePath Systems for individuals who have other identified benefits. Refund shall be made within thirty (30) days of identifying the overpayment.
- 4. If an individual becomes covered by Medicaid, Contractor shall submit all claims previously billed to LifePath Systems, to Medicaid for the time period allowable for Retro-Medicaid coverage. Refund to LifePath Systems shall be made within thirty (30) days of identifying the overpayment.
- 5. Services delivered must be entered directly into CMBHS and in accordance with <u>Texas</u> Administrative Code §564(I).
 - a. Treatment Plan and Assessment must be placed in "Closed Complete" status in CMBHS by the end of the fifth (5th) service day.
 - b. Claims after the fifth (5th) service day will be non-billable until closed, with not retroactive coverage. (OUTPATIENT & RESIDENTIAL ONLY)
- 6. General Revenue Services:

Applicant shall submit claim generating documentation through CMBHS by the third (3rd) calendar day of the month following the month of services for 90% of all services rendered.

- a. Claims shall be accepted up to sixty (60) days past the date of service.
- b. All claims must be entered within thirty-five (35) days of the end of the fiscal period.
- c. Late billing will not be considered for payment. Any claims not submitted within the above-mentioned timeframes will be considered late and only paid at the discretion of the Chief Executive Officer.
- 7. Applicant shall not claim the day of discharge, death, or a day on which an individual begins a leave of absence unless discharge or death occur on the day of admission. If admission and discharge or death occur on the same day, the day is considered a day of admission and counts as one inpatient day. (RESIDENTIAL ONLY)
- 8. Applicant shall forfeit payment for service if:
 - a. Provided without prior authorization;



- b. Provided prior to employee approval/credentialing through LifePath Systems or;
- c. Financial Eligibility in CMBHS expired prior to date of service;
- d. Service is not documented in CMBHS;
- e. Unable to bill third party or Medicaid due to timeliness and the error is not on LifePath Systems' part.
- 9. Applicant may forfeit payment if updated credentials are not provided to LifePath Systems prior to expiration date.
- 10. LifePath Systems will pay Applicant within 30 days after receipt of payment from HHSC.



INSTRUCTIONS FOR SUBMISSION OF APPLICATIONS

To facilitate and ensure an objective review, Applicants must follow these instructions for submission. Applicants are cautioned to read the entire RFA to determine all requirements. LifePath Systems expressly RESERVES THE RIGHT TO REJECT ANY APPLICATION THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THE RFA AND IS NOT SUBMITTED ACCORDING WITH THE INSTRUCTIONS BELOW.

1. All applications can be submitted by MAIL or EMAIL beginning 01/24/2025 to the following:

ATTENTION:
LifePath Systems
Samatha Kommana
Contract Administrator
1515 Heritage Drive
McKinney, TX 75069
Subject: RFA # 0145

Email: procurement inquiries@lifepathsystems.org

- 2. Applications will be processed upon receipt. In the future, additional open enrollment periods for services may be announced or contract periods may be staggered to ensure availability of adequate numbers of service providers to meet the volume of demand for services.
- 3. Number of Copies To achieve a uniform review process and to obtain a maximum degree of comparability, LifePath Systems requires that Applications be submitted with one (1) master (marked original) and one (1) copy. Each must include the following items:
 - a. Title Page Title page must show the RFA subject; the Applicant's name; the Applicant's address, and telephone number of a contact person; and the Type of Business Entity.
 - b. Transmittal Letter Transmittal Letter Submit a signed letter that the applicant is not currently held in abeyance or barred from the award of a federal or state contract; and is currently in good standing for state tax, pursuant to the Texas Business Corporation Act Texas Civil Statutes, Article 2.45., and that the Applicant agrees to provide the specified community services at the rate of payment described in the RFA.
 - I. Applicant Representative Include the name of the designated individual(s), along with respective telephone number(s), email address(es), who will be responsible for answering technical and contractual questions with respect to the application.
 - Application must be filled out in its entirety.
 Response format as follows: State the question or item exactly as appears; then provide your detailed response.
 - d. Questions fall under the following sections:
 - I. Business Demographics
 - II. Services



- III. Facility
- IV. Certificate of Insurance
- V. Risk Profile
- VI. Client Reference
- e. All application response attachments must be labeled to reference the appropriate section and letter (i.e., "VI. a.")
- 4. A STATEMENT CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE GENERAL AFFIRMATIONS LOCATED AT:
 - https://www.lifepathsystems.org/wp-content/uploads/2021/05/General-Affirmations.pdf
- 5. False statements or false information provided by an Applicant may result in disqualification from or termination of enrollment into the network. In accepting applications, LifePath Systems reserves the right to reject any and all Applications, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action which it deems to be in the best interest of the Local Authority. Further, LifePath Systems is not obligated to accept applications it deems are incomplete, inaccurate, or fail to meet minimum standards as determined solely at the discretion of LifePath Systems. LifePath Systems will not pay for any costs incurred by Applicants in the preparation and submission of a response to this RFA.
- 6. Each Applicant is responsible for ensuring that documents for potential enrollment are submitted completely and on time. The Local Authority expressly reserves the right not to evaluate any enrollment documents that are incomplete or late. Any attached form(s) must be completed by each Applicant to be considered for possible enrollment in the network.
- 7. Each Application shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code, except for trade secrets and confidential information contained in the Application and clearly identified by the Applicant as such with red ink. Such information may still be subject to disclosure under the Public Information Act and other applicable law.



COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER dba LIFEPATH SYSTEMS

ORGANIZATIONAL APPLICATION CHECKLIST

| The checklist below is provided to assist in co | ompleting the application | n. |
|---|---------------------------|----|
|---|---------------------------|----|

| Submission Date: | |
|-------------------------|--|
| | |

| Line Item | Pem Name of Organization: | | _ | |
|-----------|---|-----|---|-----|
| | LIST | YES | N | N/A |
| | REQUIRED FOR ALL APPLICANTS: | | | |
| 1 | Application Checklist (this page) | | | |
| 2 | Application – 1 Original (pages 13-17) | | | |
| 3 | Attestation (page 18) | | | |
| 4 | General Authorization for Release of Information (page 19) | | | |
| 5 | Assurances Document (pages 20-21) | | | |
| 6 | Certification Regarding Lobbying, Grants, Loans, & Cooperative Agreements (page 22) | | | |
| 7 | General Liability Insurance Coverage (if applicable) | | | |
| 8 | Fire Inspection(s) - current within 1 year (if applicable) | | | |
| 9 | Certificate(s) of Occupancy (if applicable) | | | |
| 11 | SUD Facility License | | | |
| 12 | Auto Liability Insurance Coverage (if applicable) | | | |
| 13 | Professional Liability Insurance Coverage (if applicable) | | | |
| 14 | IRS Tax Exemption Form or proof of Status as Governmental Entity (if applicable) | | | |
| 15 | Workers' Compensation Coverage (if applicable) | | | |
| 16 | Adverse Actions explanation (if applicable) | | | |
| 17 | Affiliations Information (if indicated on Assurances) | | | |
| 18 | Financial Interest Information (if indicated on Assurances) | | | |
| 19 | Key Persons Disclosure (if indicated on Assurances) | | | |
| 20 | Acronyms Glossary (Attachment B – For Reference Only) | | j | |
| 21 | Form W-9 (Attachment C) | | | |
| 22 | Conflict of Interest Questionnaire (Attachment D) | | | |

^{*}Organization staff credentials and Individual training proofs to be submitted post contract execution, but prior to service delivery.



OPEN ENROLLMENT FOR BEHAVIORAL HEALTH SERVICES <u>APPLICATION FOR ORGANIZATIONAL PROVIDERS</u> ("APPLICATION")

REQUIRED APPLICATION INFORMATION:

An applicant MUST answer <u>every</u> question IN THE ORDER SHOWN. If the question/necessary information does not apply, simply and clearly document "N/A". Add additional pages as required to answer questions. Interviews or site visits may be conducted on a case-by-case basis to further evaluate Applications.

| A. | BUSINESS DEMOGRAPHICS | | | |
|-----|--|---|------------|-----|
| 1. | Organization Name: | | | |
| 2. | Organization dba Name: | | | |
| 3. | Federal Tax ID Number: | | | |
| 4. | Agency NPI Number: | | | |
| 5. | Business Address: | | | |
| 6. | Contact/Title: | | | |
| | Email Address: | | | |
| | Address: | | | |
| | Phone/Fax: | | | |
| 7. | Executive Director- Owner/Title: Email Address: | | | |
| | Address: | | | |
| | Phone/Fax: | | | |
| 8. | Services Contact/Title: Email | | | |
| | Address: | | | |
| | Phone/Fax: | | | |
| 9. | Billing Contact/Title: | | | |
| | Email Address: | | | |
| | Address: | | | |
| | Phone/Fax: | | | |
| 10. | Number of years in operation as a bus | siness: | | |
| 11. | Languages services provided in: | | | |
| 12. | | to be a Historically Underutilized Business: | Yes | No |
| 13. | List all licenses, credentials, certificatio (Provide copies as applicable): | ons, and/or accreditations currently held by or | rganizatio | on: |
| | | | | |
| | | | | |



B. SERVICES

C.

D.

E.

1. Place a check mark in the box beside the services organization is applying to provide.

| | Service | Indicate (v) if applying to provide this service | | | |
|----------|---|--|--|--|--|
| Adult O | utpatient Treatment | | | | |
| Adult R | esidential Detoxification | | | | |
| Adult A | mbulatory Detoxification | | | | |
| Adult Ir | ntensive Residential | | | | |
| Youth C | Outpatient Treatment | | | | |
| Youth I | ntensive Residential | | | | |
| Speciali | zed Female Outpatient Treatment | | | | |
| Medica | tion Assisted Treatment (MAT) | | | | |
| 2. | Will all services contracted under thi Yes No | s RFA be provided by organization: | | | |
| 3. | Please provide a full explanation for | any "No" response: (Attach additional pages as necessary). | | | |
| | | | | | |
| SERVIC | E LOCATION: | | | | |
| | es are to be provided in a facility owr | | | | |
| a. | Attach a Certificate of Insurance with effective and expiration dates showing current General Liability insurance coverage limit; | | | | |
| b. | - | nin 1 year) by applicable local fire authority; | | | |
| C. | Attach a Certificate of Occupancy; | 7 77 | | | |
| d. | Is the building accessible for individu | | | | |
| e. | How close is the facility to public tran | nsportation: | | | |
| | SSIONAL LIABILITY INSURANCE ation and licensed/certified profession | nals must have professional liability insurance with limits of | | | |
| at least | one million each occurrence and three | ee million aggregates. Please attach policy certificate showing e, per occurrence amount and aggregate amount. | | | |
| EXPERI | ENCE | | | | |
| 1. | Describe experience over the last 5 organization is applying to serve: (At | years providing services to the population of individuals the tach additional pages as necessary) | | | |
| 2. | · · · · · · · · · · · · · · · · · · · | g with persons who are hearing impaired, persons who have h physical impairments, and/or persons who use adaptive additional pages as necessary) | | | |
| | - (Attuch | uuunonui puyes us netessa | | | |



| 1 3 | 3. | Describe experience/abilities working with diverse g racial, religious, and sexual orientation: (At | | s with regard to ethnic, pages as necessary) | | |
|-----|---------------------|---|----------------------|---|--|--|
| | 4. | Describe any limitations on capacity to serve the individuals, geographical region, etc.): (Atta | | anges, total number of pages as necessary) | | |
| | 5. | Are all staff and sub-contractors current on all train agency and/or the Texas Administrative Code as descr If no, what is the plan for ensuring all staff and sub-initiation: (Attach additional pages as necessary) | ibed in contract exl | nibit(s)? Yes No | | |
| | 6. | Describe approach to working with individuals who a additional pages as necessary) | are non-compliant | with treatment: (Attach | | |
| _ | ODEDA | FIGNIC INFORMATION | | | | |
| F. | 1. | If organization answers "no" to any of the questions | _ | _ | | |
| | | receive a contract to provide services under this RFA. | = | | | |
| | | a. An individual appeals process | Yes | No | | |
| | | b. An incident report processc. A confidentiality/individual rights process | Yes Yes | No No | | |
| | | d. An internal quality improvement process | Yes | No No | | |
| | | e. An internal utilization management process | Yes | No | | |
| | | f. A customer/individual satisfaction measure | Yes | No | | |
| | | g. A service outcome measure | Yes | No | | |
| | | h. A file on each individual receiving services | Yes | No | | |
| | | i. Have a current operation plan and budget | Yes | No | | |
| G. | INFORMATION SYSTEMS | | | | | |
| | | Organization must have and maintain internet access and a current email account in order to be eligible to | | | | |
| | be a par a. | ty to a contract. Does organization have internet access and a valid ema | ail address? Ye | es No | | |
| н. | RISK MA | ANAGEMENT | | | | |
| | 1. | Describe how organization identifies, controls, avoids risks to individuals receiving services and liability to procedures organization has implemented related necessary) | the organization. | Attach any policies and | | |
| | | | | | | |



| | 2. | protected information. Attach any policies and procedures organization has implemented related to this area: (Attach additional pages as necessary) |
|-------|--------|---|
| | 3. | Describe how organization prevents, identifies, and reports abuse, neglect, exploitation, and rights violations pertaining to individuals receiving services, including the training of staff on these issues. Attach any policies and procedures organization has implemented related to this area: (Attach additional pages as necessary) |
| | 4. | Is organization a non-profit or otherwise exempt from payment of State Franchise Tax? No (If yes, attach a valid 501C IRS Exemption Form) |
| | 5. | Provide name of Workers' Compensation carrier if organization has Workers' Compensation coverage or self-funding documents if self-funded: |
| I. AD | OVERSE | ACTIONS |
| | 1. | Are criminal history checks done on all staff annually? Yes No |
| | 2. | Describe organization's policies and procedures regarding the hiring and retention of persons with criminal histories: (Attach additional pages as necessary) |
| | 3. | Do any of the organization's employees have criminal convictions? Yes No If yes, explain: (Attach additional pages as necessary) |
| | 4. | Describe organization's process, if any, for checking on confirmed fraud, abuse, neglect, exploitation or rights violations of employees or applicants for employment, such as through the Nurse Aide Registry and the Employee Misconduct Registry: (Attach additional pages as necessary) |
| | 5. | Do any of organization's current employees have validated/confirmed fraud, abuse, neglect exploitation, or rights violation claims? Yes No If yes, describe in detail: (Attach additional pages as necessary) |
| | | |



- 6. Does the organization meet standard federal guidelines for Medicaid and Medicare? **Yes No**
- 7. Is the organization currently under investigation, or has the organization had a license or accreditation revoked by any state/federal/local authority or licensure agency within the last 5 years? Yes No
- 8. Has the organization/individual had any judgments or settlements entered against it in the last 10 years? Yes No

J. REFERENCES

List three references who are able to attest to the quality of the organization/individual's work performance and have knowledge of the organization's previous experience and ability to provide a healthy, safe, and therapeutic environment to Individuals served under this RFA:

| Reference | E-mail Address | Phone |
|-----------|----------------|-------|
| | | |
| | | |
| | | |



ATTESTATION

I hereby attest to the following:

- ➤ I consent to the inspection of records and documents pertinent to this Application, including the release by any person to Collin County Mental Health Mental Retardation Center, dba LifePath Systems of all information that may reasonably be relevant to an evaluation and verification of this Application or evaluation of professional competence, including, but not limited to, consultation with any other health professionals or institutions with which Organization has been or is currently associated.
- ➤ All information contained in the Application is true, correct, and complete including, without limitation, any history of loss of license and/or convictions, loss or limitation of privileges or disciplinary activity, and chronological work history, to the best of Organization's knowledge. Organization understands that LifePath Systems will check conviction record of Organization/Individuals. Organization understands and agrees that any information contained in this Application which subsequently is found to be false could result in a denial of the Application or termination from network participation.

| ignature of Individual or Organization's Authorized Representative |
|--|
| |
| Date |
| |
| Printed Name |
| |
| itle (if applicable) |
| |
| Organization / Program Name (if applicable) |



GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

I, the undersigned Individual, or authorized representative of Organization (acting on Organization's behalf), hereby authorize Collin County Mental Health Mental Retardation Center *dba* LifePath Systems to obtain any and all information required to complete a review and primary source verification of Organization/Individual's credentials. Information and documents to be reviewed include, but are not limited to, licensure/certification, accreditations, education, and claims made against licensure/certification, malpractice insurance and claims.

I, the undersigned Individual or authorized representative of Organization, hereby release from liability and hold harmless for the consequences of any disclosure, to the fullest extent permitted by law, the named references in this Application and Collin County Mental Health Mental Retardation Center *dba* LifePath Systems for their written and oral statements, decisions, and actions in connection with evaluating Organization/Individual's Application for network approval including, without limitation, Organization/Individual's experience, competencies and qualifications, health status, emotional stability, professional ethics, and character. Organization/Individual hereby releases from liability any and all individuals and organizations reviewing this Application for their acts performed in good faith and without malice in connection with evaluating this Application and the credentials and qualifications. Organization/Individual also releases from any liability any and all individuals and organizations who provide information in good faith and without malice concerning the above release items.

A photostat, electronic or facsimile copy of this original statement constitutes Organization/Individual's written authorization and request to release any and all documentation relevant to Collin County Mental Health Mental Retardation Center *dba* LifePath Systems credentialing and/or network approval process. Such photostat, electronic or facsimile copy shall have the same force and effect as the signed original.

| Signature of Individual or Organization's Authorized Representative |
|---|
| |
| Date |
| |
| Printed Name |
| |
| Title (if applicable) |
| |
| Organization/ Program Name (if applicable) |



ASSURANCES DOCUMENT

The Applicant assures the following:

- 1. All addenda and attachments to the RFA as distributed by the Local Authority and designated by the checklist have been received.
- 2. No attempt has been or will be made by the Applicant to induce any person or Applicant to submit or not to submit an Application.
- 3. The Applicant does not discriminate in its services or employment practices based on race, color, genetic information, religion, sex, national origin, disability, veteran status, or age.
- 4. All cost and pricing information is reflected in the RFA response documents or attachments.
- 5. The Applicant accepts the terms, conditions, criteria, and requirements set forth in the RFA.
- 6. The Applicant accepts the Center's right to cancel the RFA at any time prior to Contract award.
- 7. The Applicant accepts the Local Authority's right to alter the timetables for procurement that are set forth in the RFA.
- 8. The Application submitted by the Applicant has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
- 9. Unless otherwise required by law, the information in the application submitted by the Applicant has not been knowingly disclosed by the Applicant to any other Applicant prior to the notice of intent to award.
- 10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
- 11. Local Authority has the right to complete background checks and verify information.
- 12. The individual(s) signing this document and any Contract awarded to Applicant is authorized to legally bind the Applicant.
- 13. No employee of the Local Authority and no member of the Local Authority's Board will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to Applicant. If the Applicant is unable to make the affirmation, then the Applicant must disclose any knowledge of such interests.
- 14. The Applicant is not currently held in abeyance or barred from the award of a federal or state contract.
- 15. The Applicant is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes) Article 2.45.



- 16. The Applicant shall disclose whether any of the directors or personnel of Applicant has either been an employee or a trustee of the Local Authority within the past two (2) years preceding the date of submission of the Application. If such employment has existed, or at term of office served, the application shall state in an attached writing the nature and time of the affiliations.
- 17. The Applicant shall identify in the attached writing any trustee or employee of Local Authority who has a financial interest in the Applicant or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable.
- 18. No former employee or officer of the Local Authority directly or indirectly aided or attempted to aid in procurement of Applicant's service.
- 19. The Applicant shall disclose in an attached writing the name of every Local Authority employee and/or member of Local Authority's board with whom the applicant is doing business or has done business during the 365-day period immediately prior to the date on which the application is due. Failure to include such a disclosure will be a binding representation by Applicant that the natural person executing the Proposal has no knowledge of any key persons with whom the Applicant is doing business or has done business during the 365-day period prior to the immediate date on which the Proposal is due.
- 20. Under Section 231.006, Family Code, the Applicant, or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "Vendor or applicant" shall mean Vendor; contract, bid or application shall mean the Proposal; and 'this contract" shall mean any Contract awarded to the Successful Vendor(s).

| Authorized Signature | Company Name |
|----------------------|--------------|
| Type or Printed Name | Title |
| Telephone Number | Email |



CERTIFICATION REGARDING LOBBYING, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

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

- 1. No federal 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 an 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification 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 \$10,000 and not more than \$100,000 for each such failure.

| Signature of Individual or Organization's Authorized Representative |
|---|
| Date |
| Printed Name |
| Title (if applicable) |
| Organization/ Program Name (if applicable) |



ASSURANCES, CERTIFICATIONS, EXHIBITS, AND ATTACHMENTS

Applicant must submit the Assurance and Certifications and all Attachments requested, to include:

Attachment A: Background Check Form Attachment B: Acronyms Glossary

Attachment C: Form W-9

Attachment D: Conflict of Interest Questionnaire

Attachment E: Statement of Work – TRA -TRY-TRF –Separate Document

Attachment F: Statement of Work – MAT – Separate Document

Attachment G: SUD Fee Schedule – Separate Document

LifePath Systems Samatha Kommana

Email: procurement_inquiries@lifepathsystems.org

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Attachment A Local Authority's Bars to Workforce/Contracting

FY24 CRIMINAL BACKGROUND CHECK FORM

| IVISION: CONTRACT MANAGER: | | PROGRAM: | | |
|---|--|--|--|--|
| ORGANIZATION (Busines | ss Entity): | | | |
| LEGAL FIRST NAME: LEG | | LEGAL LAST NAME: | AL LAST NAME: | |
| SOCIAL SECURITY #/EIN# | #: GENDER: _ | RACE: | DATE OF BIRTH: | |
| PHONE#: | ALT PHONE #: | | - | |
| PREFERRED LANGUAGE: | | EMAIL ADDRESS: | | |
| MAILING ADDRESS: | CITY: | STATE: | ZIP: | |
| IF YOU ARE AN INDEPEN LAST TWO YEARS (INCLU | NDENT/INDIVIDUAL CONTRACTOR, P UDING TEXAS): | LEASE LIST ALL THE ST | ATES YOU HAVE LIVED IN THE | |
| no liability nor responsi registry check, or debar services. If the Contract Registry Clearance on th | e FBI using a complete set of fingerpribility should the results of this back red vendor check divulge that the apor, its officers, employees, or agents he following page, the Contractor will FORMATION BELOW REGARDING FIN | kground check, nurse oplicant is ineligible for have a conviction as do be barred from doing | aid registry check, misconductions consideration as a provider of lescribed in the Conviction and | |
| Enter Service Co Select an availa Enter payment Print off the las Take a Photo ID | ble date for your appointment. | r registration number t | | |
| also declare my full und I also consent to LifeP | re, I give LifePath Systems my permisterstanding that the above test will be ath Systems' requirement that my dentities (LEIE) on a monthly basis. | e performed by LifePa | th Systems on an annual basis | |
| CONTRACTOR SIGNAT | ΓURE: | DA1 | re: | |



CONVICTION AND REGISTRY CLEARANCE

Contracting Organizations

Contractor shall provide evidence of criminal history and registry clearances for Contractor, their employees, and their volunteers pursuant to Texas Health & Safety Code §533.007, 250 Texas Government Code §411.115, and 25 Texas Administrative Code (TAC) §414-K, regarding Criminal History and Registry Clearances. Criminal history for those who have lived outside the State of Texas at any time during the two years prior to participation in this agreement includes submission of fingerprints to the FBI. Contractor is solely responsible for related costs.

- Contractor must forward all signed policies, procedures, and other relevant documents to show compliance with the criminal history and registry clearances as identified in Section 8.9 of this agreement prior to contract execution.
- Contractor acknowledges they and/or their employees, agents or representatives are prohibited from having any contact with individuals receiving services through this agreement until successfully clearing the criminal background check and required registry reviews.
- During the term of the contract, Contractor is responsible for promptly forwarding all applicable request for Office of the Inspector General (OIG) Exclusion List and applicable registry clearance verification upon request of Contract Manager in accordance with Section 8.9 and Section 9.2 of this agreement.
- LifePath Systems is responsible for receiving, storing, and logging all data relevant to this topic.

Individual Contractors

LifePath Systems will conduct criminal history and registry clearances for Contractor pursuant to Texas Health & Safety Code §533.007, 250 Texas Government Code §411.115, and 25 Texas Administrative Code (TAC) §414-K, regarding Criminal History and Registry clearances. For those who have lived outside the State of Texas at any time during the two years prior to participation in this agreement, Contractor must provide a complete set of fingerprints. Fingerprint processing instructions may be obtained from the assigned LifePath Systems' Contract Manager. LifePath Systems is solely responsible for related costs.

- Contractor must complete the LifePath Systems Criminal Background Check Form and submit to the assigned LifePath Systems Contract Manager prior to service delivery.
- Contractor is prohibited from having any contact with individuals receiving services until the results of the criminal background check and required registry reviews are assessed and contactor is notified of results.
- During the term of the contract, the LifePath Systems Contract Manager will ensure monthly Office of the Inspector General (OIG) Exclusion List and applicable registry clearances is completed in accordance with established regulatory guidelines.
- LifePath Systems Contract Manager is responsible for receiving, storing, and logging all data relevant to this topic.

Screening and Clearance Prior to and During Implementation

Screening and maintenance of the documentation that the checks were performed is required prior to contracting and on a routine monthly basis. All relevant state agencies will recoup for services provided by excluded parties.



Provider Exclusion

To combat fraud and abuse, the United States Department of Health and Human Services Office of Inspector General (HHS-OIG) excludes individuals and entities from participation in Medicare, Medicaid, the State Children's Health Insurance Program (CHIP), and all federal health care programs. When the HHS-OIG has excluded a provider, federal health care programs are generally prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities.

Convictions Barring Employment:

- 1. The person has been convicted of an offense listed in this subsection:
 - a. an offense under Chapter 19, Penal Code (criminal homicide);
 - b. an offense under Chapter 20, Penal Code (kidnapping, unlawful restraint, and smuggling of persons);
 - c. an offense under Section 21.02, Penal Code (continuous sexual abuse of young child or children), or Section 21.11, Penal Code (indecency with a child);
 - d. an offense under Section 22.011, Penal Code (sexual assault);
 - e. an offense under Section 22.02, Penal Code (aggravated assault);
 - f. an offense under Section 22.04, Penal Code (injury to a child, elderly individual, or disabled individual;
 - g. an offense under Section 22.041, Penal Code (abandoning or endangering child);
 - h. an offense under Section 22.08, Penal Code (aiding suicide);
 - i. an offense under Section 25.031, Penal Code (agreement to abduct from custody);
 - j. an offense under Section 25.08, Penal Code (sale or purchase of child);
 - k. an offense under Section 28.02, Penal Code (arson);
 - I. an offense under Section 29.02, Penal Code (robbery);
 - m. an offense under Section 29.03, Penal Code (aggravated robbery);
 - n. an offense under Section 21.08, Penal Code (indecent exposure);
 - o. an offense under Section 21.12, Penal Code (improper relationship between educator and student);
 - p. an offense under Section 21.15, Penal Code (improper photography or visual recording);
 - q. an offense under Section 22.05, Penal Code (deadly conduct);
 - r. an offense under Section 22.021, Penal Code (aggravated sexual assault);
 - s. an offense under Section 22.07, Penal Code (terroristic threat);
 - t. an offense under Section 32.53, Penal Code (exploitation of child, elderly individual, or disabled individual);
 - u. an offense under Section 33.021, Penal Code (online solicitation of a minor);
 - v. an offense under Section 34.02, Penal Code (money laundering);
 - w. an offense under Section 35A.02, Penal Code (Medicaid fraud);
 - x. an offense under Section 36.06, Penal Code (obstruction or retaliation);
 - y. an offense under Section 42.09, Penal Code (cruelty to livestock animals), or under Section 42.092, Penal Code (cruelty to non-livestock animals); or
 - z. a conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed by this subsection.
- 2. The person may not serve in a position the duties of which involve direct contact with an individual receiving services before the fifth (5th) anniversary of the date the person is convicted of:
 - a. an offense under Section 22.01, Penal Code (assault), that is punishable as a Class A misdemeanor or as a felony;
 - b. an offense under Section 30.02, Penal Code (burglary);
 - c. an offense under Chapter 31, Penal Code (theft), that is punishable as a felony;



- d. an offense under Section 32.45, Penal Code (misapplication of fiduciary property or property of financial institution), that is punishable as a Class A misdemeanor or a felony;
- e. an offense under Section 32.46, Penal Code (securing execution of document by deception), that is punishable as a Class A misdemeanor or a felony;
- f. an offense under Section 37.12, Penal Code (false identification as peace officer; misrepresentation of property); or
- g. an offense under Section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct).
- 3. For the purposed of the sections above, a person who is placed on deferred adjudication community supervision for an offense listed in the sections above, successfully completes the period of deferred adjudication community supervision, and receives a dismissal and discharge in accordance with Article 42A.111, Code of Criminal Procedures, is not considered convicted of the offense for which the person received deferred adjudication community supervision.
- 4. Additional to Bars of Employment for ICF/IDD:
 - a. Bars pursuant to 40 TAC §3.201, THSC 481 Texas Controlled Substance Act: A conviction that is punishable as a felony (involving manufacture, delivery, intent to distribute, conspiracy to possess or produce with intent to distribute, distribution to a minor, illegal expenditure or investment, or transfer to receipt of chemical laboratory apparatus).
 - b. Texas Penal Code:
 - i. §15.01 Criminal Attempt of an Offense Listed as a Bar
 - ii. §43.03 Promotion of Prostitution
 - iii. §43.04 Aggravated Promotion of Prostitution
 - iv. §43.05 Compelling Prostitution
 - v. §43.25 Sexual Performance by a Child
 - vi. §43.26 Possession or Promotion of Child Pornography
- 5. An individual who is listed as revoked in the Nurse Aide Registry or listed as unemployable in the Employee Misconduct Registry.



| Attachment B | | | |
|--------------|---|--|--|
| СВТ | Acronyms Glossary Cognitive Behavioral Therapy | | |
| СРТ | Cognitive Processing Therapy | | |
| CANRS | Client Abuse and Neglect Reporting System | | |
| CLSP | Consolidated Local Service Plan | | |
| CMBHS | Clinical Management for Behavioral Health Services | | |
| DADS | Department of Aging and Disabilities Services | | |
| DARS | Department of Rehabilitative Services | | |
| DOL | Department of Labor | | |
| DSHS | Department of State Health Services | | |
| EHR | Electronic Health Record | | |
| ICD-10 | International Classification of Diseases – 10 th Version | | |
| IDD | Intellectual and Developmental Disabilities | | |
| IRS | Internal Revenue Service | | |
| LOC | Level of Care | | |
| LPND Plan | Local Provider Network Development Plan | | |
| МСО | Managed Care Organization | | |
| МН | Mental Health | | |
| OSAR | Outreach, Screening, Assessment, and Referral Provider | | |
| PAP | Prescription Assistance Program | | |
| RFA | Request for Application | | |
| sow | Statement of Work | | |
| SUD | Substance Use Disorder | | |
| TAC | Texas Administrative Code | | |
| TRR | Texas Resilience and Recovery Services | | |
| YES | Youth Empowerment Services | | |



Attachment C FORM W-9

Request for Taxpayer Identification Number and Certification

http://www.irs.gov/pub/irs-pdf/fw9.pdf

(Attach completed form as part of the application)

Attachment D CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Please retrieve CIQ Form from the following website:

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

(Attach completed form as part of the application)

A signature is required in Box 7 of CIQ form regardless of any other entry on the form.

For the purposes of this Attachment D, the term "Local government officer" means a member of LifePath Systems' Board of Trustees, Chief Executive Officers, and/or an agent of LifePath Systems who exercises discretion in the planning, recommending, selecting, or contracting.