



Request for Proposals (RFP)

RFP – 02-2023

Laboratory Services

May 13, 2022

LifePath Systems
Attn: Kate McCormick
1515 Heritage Drive
McKinney, TX 75069

kmccormick@lifepathsystems.org

Issue Date: May 13, 2022

Due Date: June 10, 2022 – 5:00pm

INVITATION

LifePath Systems is accepting Proposals from Providers experienced in providing Community Psychiatric Hospital Beds from one or more locations throughout Collin County or neighboring counties.

LifePath invites your firm to submit a Proposal. If you are interested in submitting a Proposal, please adhere to the Instructions and Requirements as outlined throughout the enclosed Request for Proposal.

A copy of the Request for Proposal (RFP) may be obtained from LifePath's website at <https://www.lifepathsystems.org/connect-with-us/contracting-opportunities/> or by contacting Kate McCormick, Contract Administrator, at kmccormick@lifepathsystems.org.

Vendors wishing to submit proposals are requested to submit a written letter of intent to propose by May 20, 2022 - 5:00 p.m. CDT. An email attachment sent to Kate McCormick at kmccormick@lifepathsystems.org will be accepted. Letters being faxed should be sent Attn: Kate McCormick at (972) 483-0226. The letter must identify the name, address, phone, fax number and email address of the person who will serve as the key contact for all correspondence regarding this RFP. Subject line for an email or fax should be "Letter of Intent for – RFP 02-2023". Vendors who submit an intent to propose will receive notification of all questions received and LifePath's answers to those questions in addition to any addenda that are issued. If a letter of intent is not submitted, it will be the Vendor's responsibility to monitor LifePath's website to view answers to submitted questions and for any addenda issued for the RFP.

Vendors shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, ATTACHMENTS and DEADLINES** indicated in the attached Proposal and should govern themselves accordingly.

In accepting proposals, LifePath reserves the right to reject any and all proposals, 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 LifePath and is not obligated to accept the lowest Proposal. This RFP does not obligate LifePath to pay for any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate LifePath to accept or contract for any expressed or implied services. Contract funding and length is contingent on HHSC funding.

LifePath will only release names of the Vendors that have responded to this solicitation after LifePath's Evaluation Team has evaluated the Proposals and an award has been made and approved by the LifePath Board of Trustees.

We greatly appreciate your efforts and look forward to reviewing your submission.

Kate McCormick, *Contract Administrator*
LifePath Systems

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INTRODUCTION

Collin County Mental Health and Mental Retardation dba LifePath Systems (“LifePath”) is the Health and Human Services Commission (“HSHC”) designated Local Authority. The Local Authority is established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disabilities services for the residents of Collin County, Texas.

LifePath’s Mission is:

To serve individuals and families impacted by behavioral health, intellectual or developmental challenges, resulting in stronger communities.

LifePath’s Values are:

Service Excellence: We will provide timely, professional, effective and efficient service to all individuals receiving services.

Stewardship of Resources: We will utilize all Center resources efficiently, appropriately and with transparency and ethical and fiscal accountability.

Integrity: We will act with honesty and honor without compromising the truth.

Community: We will continue to help meet the needs of an underserved segment of our population thus contributing to society and demonstrating social responsibility.

Continuous Improvement in Measurable Ways: We will identify the key needs of individuals receiving services, assess how well we meet those needs, continuously improve our services and measure our progress.

LifePath invites qualified Provider(s) to submit proposals for Laboratory Services. Vendors must provide services in Collin County, TX and be registered with Centers for Medicare & Medicaid Services’ (CMS) Clinical Laboratory Improvement Amendments (CLIA) program. Services will be procured for a contracted period of twelve (12) months beginning September 1, 2022, and ending August 31, 2023, with additional contract renewals at the sole option of LifePath.

SCHEDULE

RFP Distribution/Opening:	May 13, 2022
Deadline for Letter of Intent:	May 20, 2022
Deadline for Questions:	May 27, 2022
Deadline for Final Response to Questions:	June 3, 2022
Sealed Proposal Due:	June 10, 2022

PROPOSAL SPECIFICATIONS

LifePath Systems, a community MHMR center and a governmental unit of the State of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, Section 534 et seq., is seeking to contract with experienced providers for the purpose of providing Laboratory Services to eligible residents of Collin County in an effective, cost-efficient, and quality manner in accordance with state requirements and community standards.

Notice is hereby given that LifePath will receive proposals from providers interested in offering Laboratory Services. All Proposals must be submitted with **an original and four (4) copies** to LifePath Systems, ATTN: Kate McCormick, 1515 Heritage Drive, McKinney, TX 75069 no later than **June 10, 2022 at 5:00p.m.** *All Proposals must be submitted in a sealed envelope marked:*

REQUEST FOR PROPOSAL

RFP# 02-2023

Laboratory Services

DO NOT OPEN IN MAILROOM

Proposals will not be opened until after the deadline.

LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for submission will not be considered.

SCOPE OF SERVICES

Laboratory Services

1. Vendor must:
 - a. Provide services in Collin County.
 - b. Be registered with Centers for Medicare & Medicaid Services' (CMS) Clinical Laboratory Improvement Amendments (CLIA) program.
2. Vendor 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 listing its Network Providers.
3. Vendor shall provide access to:
 - a. An experienced, qualified and dedicated Account Manager/Executive and any other staff needed to provide support during Monday through Friday standard business hours 8:00am – 5:00pm.
 - b. An experienced and qualified laboratory representative for technical and clinical questions regarding laboratory tests or specimens.
4. Vendor shall process specimen obtained at all LifePath sites and Vendor's Patient Service Centers. Specimen obtained at Vendor's Patient Service Centers will incur a draw fee set forth in Exhibit B.
5. Vendor shall remain available throughout the contract for trainings, as necessary.
6. Vendor shall provide LifePath with toll free telephone and fax lines to their laboratory and administrative office. Vendor shall confirm receipt of LifePath Clinical inquiries within one business day.
7. Vendor shall provide the necessary supplies for specimen collection to the clinics, including but not limited to, specimen containers, tubes, tourniquets, and needles, centrifuge, Dymo label maker/printer, cold packs, lockbox for specimen pick-up.
8. Vendor shall adhere to the established laboratory formulary as set by LifePath through use of a custom requisition form created by Vendor and approved by LifePath. All orders must be preprinted and include the individual receiving services' Local Case Number (LCN). Handwritten orders will not be accepted. Updates to the requisition form will be processed by Vendor Account Service Representative.
9. Vendor shall offer a convenient, agreed upon pick up time, at each LifePath facility. To assure timely delivery of specimens to the laboratory, pick up after hours will be available until 8:00pm for a fee set forth in Exhibit B. Vendor will notify LifePath of accumulated fees on a weekly basis.
10. Vendor shall interface with LifePath's Electronic Health Record (EHR) system for the communication of orders and results.
11. Vendor shall provide same day results for STAT tests picked up from the clinics by 12:00pm. Extra charges may apply for same day testing and turnaround time varies per test.
12. Vendor will make best effort to provide all routine non-specialty lab reports by the next business day. Such reports will be provided to LifePath thru LifePath's EHR or via secure fax number unless requested to do otherwise. Turnaround time varies per test, some routine tests may take longer than one day to process.
13. Vendor shall communicate critical/panic lab values to the clinics at any hour of the day, immediately upon knowledge of that critical value. Communication during non-clinic hours

will be provided through LifePath's after-hours emergency number. Vendor has both alert and critical value lists. Alert calls are made the next business day. These policies and reference ranges are subject to change.

14. Vendor shall provide an invoice monthly for tracking clinics lab orders and charges. A summary and reports of usage and charges will be presented to LifePath monthly and by request as needed.
15. Vendor shall provide a monthly report to include utilization data and specimen counts. Additional reports may be supplied if agreed on by both parties.
16. Vendor shall maintain compliance with the standards imposed by the federal Clinical Laboratory Improvement Amendments (CLIA) of 1988 and their implementing regulations for the duration of the contract.
17. Vendor agrees to utilize and document a quality improvement program that addresses and corrects any fidelity or accuracy issues.
18. For laboratory testing performed by Vendor, Vendor shall maintain, throughout the term of this Agreement, a level of quality testing services necessary to ensure standards of patient care. The elements of quality shall be deemed to be:
 - a. Accurate results
 - b. Timely reporting
 - c. Trained personnel
 - d. Ability to perform the tests offered (including experience of downtime and back up coverage)
 - e. Compliance with law; and
 - f. Such other elements as are or become generally recognized in the clinical laboratory industry as measures of quality of service and are agreed upon by both parties.
19. Vendor shall notify LifePath of regulatory reviews/audits and make those findings available to LifePath.
20. Vendor shall have a disaster recovery plan that includes natural, environmental, manmade and business disasters, to ensure continued ability for fulfilling the remainder of the contract. Vendor shall furnish LifePath with a copy of the plan or a summary of what to expect in the event of a disaster.

LifePath Required Activities

1. LifePath agrees to provide an after-hours emergency number for lab reporting during non-clinic hours.
2. LifePath shall be responsible for procurement of those specimens obtainable at the clinic sites. All others will be sent to a Vendor patient service center for procurement of specimen.
3. LifePath shall provide their laboratory formulary (approved test list) to Vendor for creation of the custom requisition form. An example of the custom requisition created by Vendor will be signed by LifePath prior to contract go live. LifePath shall submit requisition form update requests to Vendor as needed.
4. LifePath agrees to furnish Vendor with all information needed to bill for testing performed by Vendor on LifePath individuals receiving services, including applicable Medicare approved diagnosis code for all Medicare individuals receiving services.

5. LifePath shall coordinate with Vendor to maintain the Electronic Health Record (EHR) system interface.
6. LifePath shall maintain compliance with the standards imposed by the federal Clinical Laboratory Improvement Amendments (CLIA) of 1988 and their implementing regulations for the duration of the contract.
7. LifePath shall be responsible for the disposal of Lifepath sites' medical waste.
8. LifePath shall monitor Vendor's compliance with the contract and evaluate the Vendor's provision of services, including:
 - a. competency of the contractor to provide care;
 - b. consumers' access to services;
 - c. safety of the environment in which services are provided;
 - d. continuity of care;
 - e. compliance with the performance expectations (referenced in §412.57(b)(13) of this title (relating to Provisions for Community Services Contracts));
 - f. satisfaction of consumers and family members with services provided; and
 - g. utilization of resources.

Billing

Vendor shall be reimbursed in the amount of the agreed upon rate per test/fee.

Processing

1. Vendor will issue invoices on or about the 1st of each calendar month.
 - a. Claims shall be accepted up to sixty (60) days past the date of service.
 - b. All claims must be submitted within thirty-five (35) days of the end of the fiscal period. Late billing will not be considered for payment.
2. Vendor will include the individual receiving services' Local Case Number (LCN) on all invoicing.
3. Vendor will bill LifePath for uninsured individuals receiving services' lab testing only. Contactor will bill the third party for any individuals receiving services with third party benefits such as: Medicaid, private insurance, Medicare etc. so long as the third-party billing information, proper diagnosis codes, etc. are provided by LifePath.
4. Vendor will re-bill and refund any tests paid for by LifePath for individuals receiving services who have other identified laboratory benefits. Vendor is to be notified by LifePath within sixty (60) days of invoice date. Refund will be made within thirty (30) days of identifying the overpayment.
5. If an individual receiving services *becomes* covered by Medicaid, Vendor will submit all laboratory test claims previously billed to LifePath, to Medicaid for the time period allowable for Retro-Medicaid coverage. Refund to LifePath will be made within thirty (30) days of identifying the overpayment.
6. Vendor will forfeit payment for the service if unable to bill third party or Medicaid due to timeliness and the error is not on LifePath's part.
7. Vendor will forfeit payment for the service if not a part of LifePath's formulary and pre-authorization from an authorized LifePath prescriber was not obtained. LifePath shall supply

the list of authorized LifePath prescribers and their telephone numbers. LifePath shall provide Vendor with updated lists as they occur.

8. Vendor agrees to maintain the Fee Schedule for the duration of the Agreement.

REQUIRED DOCUMENTATION AND PROCEDURES FOR SUBMITTING PROPOSAL

All required documentation must be submitted with the proposal. **The bidder is cautioned to read the entire RFP to determine all requirements.** LifePath RESERVES THE RIGHT TO REJECT A PROPOSAL WHICH DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THE RFP.

1. **Number of Copies** – To achieve a uniform review process and to obtain a maximum degree of comparability, LifePath requires that Proposal be submitted with a **one (1) master** (marked original) and **four (4) copies**. Each must include the following items:

a. **Title Page** – Title page must show the RFP subject; the Vendor’s name; the name address, and telephone number of a contact person; and the date of the proposal.

b. **Transmittal Letter** – Submit a signed letter briefly addressing the Vendor’s understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the Vendor believes itself to be best qualified to do the required work.

i. **Vendor 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 proposal.

c. **Vendor 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.

Questions fall under the following sections:

II. Business Demographics

- II. Location(s)
- III. Organizational Structure
- IV. Additional Questions
- V. Certificate of Insurance
- VI. Cost Proposal
- VII. Client Reference

- ***All application response attachments must be labeled to reference the appropriate section and letter (i.e. “VI. A.”)***

d. **Assurances, Certifications, Exhibits and Attachments** – Vendor must submit the Assurance and Certifications and all Attachments requested, to include:

- i. Vendor will submit a copy of their standard contract along with proposal. Label this **(Attachment A.)**
- ii. **Signature Page (Attachment B)**
- iii. **Resident/Non-Resident Certification (Attachment C)**
- iv. **Assurances Document (Attachment D)**
- v. **Lobbying Certification (Attachment E)**
- vi. **Form W-9 (Attachment F)**
- vii. **Conflict of Interest Questionnaire (Attachment G)**
- viii. **Disclosure of Kinship** – Vendor shall review **Texas Administrative Code §412.54(c)** and provide a written response signed by Authorized Individual **(Attachment H)**
- ix. **Notice of Felony Conviction** – Vendor shall review **Texas Health and Safety Code §250.006** and provide a written response signed by Authorized Individual **(Attachment I)**
- x. **Deviation Form (Attachment J)**

APPLICATION

III. Business Demographic

Organization Name: _____

Organization dba Name: _____

Federal Tax ID Number: _____

Business Address: _____

Contact/Title: _____

 Email Address: _____

 Address: _____

 Phone/Fax: _____

Executive Director-Owner/Title: _____

 Email Address: _____

 Address: _____

 Phone/Fax: _____

Billing Contact/Title: _____

 Email Address: _____

 Address: _____

 Phone/Fax: _____

Other Owners/Partners – Name/%Ownership/If corporate, list organization:

1. _____

2. _____

3. _____

4. _____

Type of Organization (i.e. Non-Profit Corporation, Limited Liability, General Partnership, etc.) _____

Years in operation: _____

Hours of operation: _____

Certification Number if a Historically Underutilized Business: _____

Qualifications if HUB eligible, but not certified: _____

List all licenses, credentials, certifications, and/or accreditations currently held by organization:

(Provide copies as applicable): _____

IV. . Location(s)

- a. Provide a list of laboratories individuals may use, which specifies the services provided, location, hours of services, languages spoken and contact information for each site.

III. Organizational Structure

- a. Attach a copy of the organizational chart, including names, titles and vacant positions, clearly indicating who will be the main point of contact with respect to a contract.
- b. List the names and business affiliations of board members or other governing body:

IV. Additional Questions

Provide detailed answers to the following:

- a. Provide details of the assigned Account Executive/managers’ background, experience, and credentials.
- b. Provide details of the background, experience, and credentials for the laboratory contact for clinical purposes.
- c. Describe the software or system that vendor uses for order processing and our role as a provider in its use.
- d. Describe experience in assisting to set up another organization’s specimen collection services.
- e. What standard supplies would LifePath be expected to provide for the specimen collection stations?
- f. Provide a description of the standard supplies that will be provided to LifePath and the turnaround time for re-ordering supplies.
- g. What training and support is offered for point of care testing?
- h. Explain what requirements and any differences in process or cost if vendor were to provide onsite phlebotomists.
- i. What protocols are in place to ensure that all vendor employees maintain training, credentialing, and licensing requirements?
- j. Briefly explain vendor’s quality assurance program.
- k. Explain how laboratory prefers orders to be communicated, and how you propose to deliver lab results to LifePath.
- l. Are there courier services available after standard business hours and if so, at what cost?
- m. What is the process for rectifying errors that make the specimen unusable after pick-up has been scheduled?
- n. Explain policies and any additional charges for removal of biohazards and sharps containers from the clinic sites.
- o. LifePath has a pre-determined lab formulary – explain how your facility identifies non-formulary orders ensuring that only those on the formulary are processed, or a pre-authorization is obtained?

- p. For the sake of composing useful analytical reports, list the data elements vendor software captures for each specimen processed.
- q. What monthly reports are customarily run and provided to other Clinics/Centers?
- r. What types of reports would you recommend to monitor on an ongoing basis?
- s. Are there tests on the pricing list (Exhibit A) that are “sent out”? If so, what is the turn-around time for results?
- t. Describe the opportunities for discounts offered by vendor.
- u. Explain ability to make cost saving suggestions and how LifePath could expect assistance in saving money on laboratory expenses.
- v. What the system for assuring the correct entity is billed for each lab test, LifePath vs. a third-party payer source?
- w. Elaborate on any processes, systems or services vendor can offer to LifePath that have not already been asked for in this RFP. Specify any elements that you believe set you apart from other vendors.
- x. Please describe any significant cost savings that can be realized with any minor modifications to the requirements specified in this RFP.
- y. Provide a detailed implementation and training timeline of events LifePath can expect if vendor is awarded the contract.

V. Certificate of Insurance

Provide a Certificate of Insurance secured and maintained with an insurance company, or companies, licensed to do business in Texas for the following coverage in the following amounts:

- a. Comprehensive general liability, professional liability, and employee misconduct insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate.
 - Include directors’ and officers’ professional liability, errors and omissions, breaches of privacy, and medical malpractice insurance.
- b. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.

VI. Cost Proposal

- a. Complete **Exhibit A**.

VII. Client References

Provide a minimum of three client references. For each client listed, include the following:

- Agency name and address
- Name or Point of Contact (POC)
- POC email address and telephone number
- Dates of services provided to client
- Type of services provided to client

**EXHIBIT A
PRICING**

TEST NAME	COST AT VENDOR LAB	COST AT LPS LAB	AVAILABLE STAT – Y/N	VOLUME DISCOUNT	POC AVAILABLE – Y/N	COST FOR POC TESTING	EXTENDED RESULTS TAT IN DAYS
Basic Metabolic Panel (SL)							
Carbamazepine (Tegretol) (PR)							
CBC (w/auto diff) (L)							
Comp Metabolic Panel (ST)							
Drug Abuse Screen, Urine (U)							
Electrolyte Panel (ST)							
Hepatic Function Panel (ST)							
HGB A1C (L)							
Lipid Panel (ST)							
Lithium (PR)							
Magnesium (ST)							
Potassium (ST)							
Pregnancy Test, Serum							
Pregnancy Test, Urine (U)							
Prolactin (ST)							
Renal Function Panel (ST)							
RPR Non-Reflex (ST)							
TSH (ST)							
Valproic Acid (ST)							
Amitriptyline Level							
Clomipramine & Metabolite							
Clorazapine (PR)							
Desipramine Level							
Fluoxetine Level							
HLA-A* 3101							
HLA-B* 1502							
Imipramine Level							
Nortriptyline Level							
Phenobarbital (PR)							
Phenytoin (Dilantin) (PR)							
Sedimentation Rate (ESR) (L)							
Trazodone Level							

Instructions: Fill in all fields

- TEST NAME – The test to be priced
- COST AT VENDOR LAB – What will the test cost if it is drawn at Vendor location?
- COST AT LPS LAB – What will the test cost if it is drawn at LifePath Systems' Clinic(s)?
- AVAILABLE STAT - Y/N – Is this test available for STAT results (Yes or No)?
- VOLUME DISCOUNT – Is there a discount for larger volume, what are the volume breaks (10, 100, etc.)?
Please provide an additional page with pricing at volume benchmarks.
- POC AVAILABLE - Y/N – Is this test available for Point of Care testing in our LifePath Systems' Clinic(s)?
- COST FOR POC TESTNG – What is the cost for Point of Care testing kit/supplies to complete the test?
- EXTENDED RESULTS WAIT TIME – This test has more than a standard wait time for results – How long do these results take (1 week, 2 weeks, etc.)?

ADDITIONAL FEES

Detail any additional costs or fees LifePath should be aware of when considering the proposal. Any fees not listed in the vendor's proposal will not be paid unless agreed upon in writing by both parties, and further, may cause vendor to forfeit eligibility to be awarded this contract. Include ALL foreseeable costs upfront.

**ATTACHMENT B
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the Community Laboratory Services RFP #02-2023. The proposal is a firm offer and shall remain an open offer, valid for one hundred and twenty (120) days from the date of this document.

LifePath in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor. I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

Authorized Signature

Company Name

Typed or Printed Name

Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

ATTACHMENT C
RESIDENT/NON-RESIDENT CERTIFICATION

Contractor must answer the following questions in accordance with the Texas Government Code §2252.002, as amended:

- A. Is the Contractor that is making and submitting this bid a “resident Contractor” or a “non-resident Contractor”?

Answer: _____ Resident Contractor _____ Non-resident Contractor

- (1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

- B. If the Contractor is a “Non-resident Contractor”, does the state in which the Nonresident Contractor’s principal place of business is located have a law requiring a Nonresident Contractor of that state to bid a certain amount or percentage under the bid of a Resident Contractor of that state in order for the nonresident Contractor of that state to be awarded a contract on his bid in such state?

Answer: _____ Yes _____ No Which state? ____

- C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Contractor bid under the bid price of a Resident Contractor of that state in order to be awarded a contract on such bid in said state?

Answer: _____

ATTACHMENT D
ASSURANCES DOCUMENT

Proposer assures the following:

1. All addenda and attachments to the RFP 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 Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in its Proposal.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts the Local Authority's right to cancel the RFP at any time prior to Contract award.
7. Proposer accepts the Local Authority's right to alter the timetables for procurement that are set forth in the RFP.
8. The Proposal submitted by the Proposer 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 Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer 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 Proposer is authorized to legally bind the Proposer.
13. No employee of the Local Authority or HHSC, 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 Proposer. If the Proposer is unable to make the affirmation, then the Proposer must disclose any knowledge of such interests. See Attachment H.
14. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
15. Proposer 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. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of Local Authority within the past two (2) years preceding the date of submission of the Proposal. If such employment has existed, or at term of office served, the Proposal shall state in an attached writing the nature and time of the affiliations as defined. See Attachment H.
17. Proposer shall identify in an attached writing any trustee or employee of Local Authority who has a financial interest in Proposer 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. See Attachment H.
18. No former employee or officer of HHSC and/or Local Authority directly or indirectly aided or attempted to aid in procurement of Proposer's service.
19. Proposer shall disclose in an attached writing the name of every Local Authority employee and/or member of Local Authority's board with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal has no knowledge of any key persons with whom Proposer is doing

business or has done business during the 365 day period prior to the immediate date on which the Proposal is due. See Attachment H.

20. Under Section 231.006, Family Code, the vendor 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 Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful Proposer(s).

Signature of Individual or Organization's Authorized Representative

Date

Printed Name

Title (if applicable)

Organization/ Program Name (if applicable)

**ATTACHMENT E
LOBBYING CERTIFICATION**

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)

**LIFEPATH SYSTEMS
KEY PERSONS LIST**

May 2022

NAME	TITLE	BUSINESS ADDRESS	BUSINESS PHONE#
Tammy Mahan, MA, LPC-S	Chief Executive Officer	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Pete Kabira	Chief Operating Officer	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Jennifer Morgan	Chief Financial Officer	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Brent Phillips-Broadrick	Chief Administrative Officer	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Holly DuBois, MD	Medical Director		
Danielle Sneed	Director of Behavioral Health	1515 Heritage Drive McKinney, TX 75069	972-422-5939
Jennifer Day	Director of Human Resources	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Deanna Easley	Director of Communications	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Colby McClatchy	Director of Management Information Systems	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Linda Miller	Assistant Director of Utilization Management & Quality Assurance	7308 Alma Drive Plano, TX 75025	972-422-5939
Melanie Gann	Assistant Director of Provider Services	7308 Alma Drive Plano, TX 75025	972-422-5939
Glenna Garcia	Assistant Director of Behavioral Health Authority Services	1450 Redbud Blvd. McKinney, TX 75069	972-422-5939
Jessica Phillips	Assistant Director of Outreach, Training & Support	1515 Heritage Drive McKinney, TX 75069	972-422-5939
Whytney Mask	Assistant Direct of Crisis Services	1416 N. Church Street McKinney, TX 75069	972-422-5939
Vance Holt	Assistant Director of Integrated Health Care	1515 Heritage Drive McKinney, TX 75069	972-422-5939
Vanessa Flores	Director of Nursing	Director of Nursing	972-422-5939
Jordan Planchon	Client Rights Officer	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Kate McCormick	BH Contract Administrator	1515 Heritage Drive McKinney, TX 75069	972-422-5939
Doug Kowalski	Board Chair		
Dona Watson	Board Vice-Chair		
Anne Bramlett	Board Secretary		
Arthur Cotten	Board Member		
Rick Crawford	Board Member		
Matt Duncan	Board Member		
Ernest Myers, Jr.	Board Member		
Mitch Selman	Board Member		
Melvin Thathiah, Esq.	Board Member		

**ATTACHMENT F
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 G
CONFLICT OF INTEREST QUESTIONNAIRE**

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.

**ATTACHMENT H
DISCLOSURE OF KINSHIP**

Review Texas Administrative Code §412.54(c)

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=412&rl=54#:~:text=respondent%2C%20or%20contractor.,\(c\),-Conflicts%20of%20interests](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=412&rl=54#:~:text=respondent%2C%20or%20contractor.,(c),-Conflicts%20of%20interests)

**ATTACHMENT I
NOTICE OF FELONY CONVICTION**

Review Texas Health and Safety Code §250.006

<https://statutes.capitol.texas.gov/Docs/HS/htm/HS.250.htm#:~:text=September%201%2C%202011.-,Sec.%20250.006.,-CONVICTIONS%20BARRING%20EMPLOYMENT>

**ATTACHMENT J
DEVIATION FORM**

All deviations to this RFP must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective Vendor assures LifePath of their full agreement and compliance with the Specifications and Terms and Conditions.

Each response to this RFP shall contain a Deviation Form, which states the prospective Vendor's commitment to the provisions of the RFP. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Proposal must be expressly stated in the Deviation Form. Use an additional copy or page if needed.

THIS DEVIATION FORM MUST BE SIGNED AND SUBMITTED WITH THE RFP BY EACH PROSPECTIVE VENDOR/CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT. IF NO DEVIATIONS, NOTE: NONE

Reference Specifications, Terms and Conditions and Page Number	Deviation

Company Name

Authorized Signature

Date

NOTICE "NOT TO PARTICIPATE" FORM

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled due date and time on the Proposal.

- Our Company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following services so that we may submit bids/proposal at a later date:

Services: _____

- Our Company has chosen NOT to submit a Proposal at this time, but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason: _____

- Please REMOVE our Company name from all LifePath MHMR lists until further notice.

Reason: _____

Company Name: _____

Representative (printed): _____

Title: _____

Address: _____

Phone: _____

Email: _____ Fax _____ Other: _____

Authorized Signature: _____

Title: _____

Date: _____

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THE MAILING LIST.

PLEASE RETURN THIS FORM ONLY TO:

LifePath Systems
Attn: Kate McCormick
1515 Heritage Drive
McKinney, TX 75069

Notice "Not to Participate" RFP 02-2023 Laboratory Services