



**Open Enrollment**

**Request for Applications (RFA)**

**RFA# 0132**

**Psychological Testing Services for  
Determination of Intellectual and Developmental Disabilities (DID)**

**February 2024**

LifePath Systems  
Attn: Angela M James  
1515 Heritage Drive  
McKinney, TX 75069

[Procurement\\_Inquiries@lifepathsystems.org](mailto:Procurement_Inquiries@lifepathsystems.org)

**Issue Date: February 20, 2024**

**Due Date: Open Enrollment**



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## Notice of Open Enrollment

Collin County Mental Health and Mental Retardation Center dba LifePath Systems (“LifePath” or “Local Authority”), 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 local providers for the purpose of providing Psychological Testing Services for Determination of Intellectual and Developmental Disabilities (DID) to eligible residents of Collin County.

Open enrollment documents are posted on LifePath Systems’ website at <https://www.lifepathsystems.org/connect-with-us/contracting-opportunities/>. Notice is hereby given that LifePath will receive applications from providers beginning February 20, 2024. **Completed applications and all associated attachments are to be submitted to the following contact in a sealed envelope:**

**ATTENTION:**  
LifePath Systems  
IDD Contracts Department  
Attn: Angela James, Admin Contracts Manager  
1515 Heritage Drive  
McKinney, TX 75069

OR

submitted electronically to [Procurement\\_Inquiries@lifepathsystems.org](mailto:Procurement_Inquiries@lifepathsystems.org)

LifePath is the Texas Health and Human Services Commission (HHSC) Local Intellectual and Developmental Disabilities Authority (LIDDA). The LIDDA is established to plan, coordinate, develop policy, allocate resources, supervise, and ensure the provision of community based intellectual and developmental disabilities services for the residents of Collin County, Texas.

Throughout this RFA, reference to “LIDDA, Local Authority, or Center” is assumed to define and include LifePath Systems. Reference to the “Vendor” is assumed to include the vendor and any other vendors and/or personnel with which the vendor has elected to partner for purposed of this RFA.

LifePath is dedicated to serving individuals and families impacted by behavioral health, intellectual or developmental challenges, resulting in stronger communities as stated in our Mission Statement. LifePath is searching for qualified vendors who embody the Center’s Mission and Values which can be accessed using the following link <https://www.lifepathsystems.org/who-we-are/about-us/>

LifePath seeks to contract with qualified providers for individual respite services pursuant to Texas Administrative Code §412.60 *Open Enrollment* and §301.257 *Local Network Development*, whereas the Local Intellectual and Developmental Disabilities Authority has the authority to create a network of community services by certain procurement methods.

This Request for Applications (RFA) requests applications (each, an “Application” and collectively, the “Applications”) from interested persons and organizations (each, an “Applicant” and collectively, the “Applicants”) for the purpose of entering into one or more contracts (each a “Contract” and collectively the “Contracts”) with Applicant(s) who meet the requirements of this RFA (each a “Successful Applicant” and collectively, the “Successful Applicants”) to provide services, more specifically described in the Statements of Work, to eligible individuals living in Collin County. Designation of an individual as eligible for services may only be made by the LIDDA and must be documented in that individual’s record.



## **PURPOSE**

The goal of this network is to:

1. Provide, at a minimum, all the Core Services for determination of Intellectual and Developmental Disabilities Psychological Testing Services.
2. Develop a network of providers that allows for individual choice of **Psychological Testing** in Collin County.
3. Develop a service array of Psychological Testing providers as mutually defined by the Health and Human Commission and the LIDDA based on current funding.
4. Identify, implement, and evaluate successful services based on individual outcomes so that these efforts can be replicated.
5. Create meaningful collaborations between the LIDDA and Providers of Psychological Testing Services.

## **SERVICES SOUGHT**

This RFA seeks participation from Successful Applicants for the purpose of offering Psychological Testing Services as listed below:

### **Psychological Testing Service**

Determination of Intellectual and Developmental Disabilities (DID) Services –including moderately complex work conducting DID. The purpose of the DID process is to determine eligibility for Intellectual and Developmental Disabilities (IDD) programs and services in the state of Texas.

The DID assessment should always be approached as a clinical process to first determine whether the person has an intellectual disability (ID), autism spectrum disorder (ASD), or a qualifying related condition in accordance with Title 26 Part 1 Chapter 304, Subchapter D, relating to Diagnostic Assessment – Determination of Intellectual Disability.

## **VENDOR ELIGIBILITY REQUIREMENTS**

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

1. Be a psychologist licensed to practice in Texas with documented training and experience in accordance with §304.301 and §304.302.
2. Provide services in Collin County to ensure local access to the level(s) of care.
3. Have provided the service(s) they are proposing to provide for at least two(2) years prior, and be capable of providing services that address the following issues while assuring adherence to existing standards of care, service definitions, state training specific to provision of care, and/or any state credentialing requirements:
  - a. Client choice;
  - b. Quality;
  - c. Clinical decision-making;
  - d. Ultimate cost-benefit



4. 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 licensed applicants must maintain a minimum coverage of 1 million dollars per occurrence, 3 million dollars aggregate, and 1 million dollars umbrella. Applicant must name LifePath Systems as "Additional Insured" on the policy commencing at the beginning of the contract. 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.
5. Comply with all state and federal laws regarding the confidentiality of records of individuals served and nondiscrimination.
6. Have and maintain sufficient internet access and a current email account.
7. 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.

#### **LIDDA RESPONSIBILITIES**

1. LifePath Systems shall maintain all required Inquiry List.
2. LifePath Systems shall maintain and monitor Applicant qualifications and training records.
3. LifePath Systems shall provide service authorization throughout the contract.
4. LifePath Systems shall be responsible for payment of claims.

#### **SERVICE PROVIDER RESPONSIBILITIES**

1. Applicant shall submit service notes to LifePath Systems, as set forth by LifePath Systems.
2. Applicant shall implement and monitor services in accordance with the individual's service authorization.
3. Applicant shall notify LifePath Systems of regulatory reviews/audits and make those findings available to LifePath Systems.

#### **SERVICE PROVIDER PROHIBITED ACTIVITIES**

Applicant shall not access 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;
4. 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. Be a psychologist licensed to practice in Texas with documented training and experience as outlined below:
  - a. A psychologist licensed to practice in Texas who is employed by or contracting with the

LIDDA or SSLC and who has completed:

- i. Graduate course work in assessing intellectual and adaptive behavior for individuals with an ID or developmental disability; or
  - ii. One year of supervised experience in assessing intellectual and adaptive behavior for individuals with an ID or developmental disability;
- b. A physician licensed to practice in Texas who is employed by or contracting with the LIDDA or SSLC and who has completed:
- i. one year of employment experience in the field of ID; and
  - ii. an internship or residency that includes specialized training in assessing intellectual and adaptive behavior for individuals with an ID or developmental disability or 12 hours of specialized continuing education in assessing individual intellectual and adaptive behavior.

**Payments/Rates**

Successful Applicants will be paid on a fee for service rate, based on the Fee Schedule and receipt of required documentation, as described below:

I.

Service	Rate	Maximum Duration
Psychological Testing Services	\$90.00 / Per Hour	1.00 hour

**II. Required Documentation**

Provider must complete a written report of the D.I.D. that is dated, signed and includes the license number or, when applicable, the certification number of the authorized provider. The written D.I.D. report must contain all the required elements including the following as required by TAC Rules §304.402:

- a. Background information summarizing the individual's:
  - i. Developmental history, including a description of evidence of origination of ID during the individual's developmental period; and
  - ii. Previous and current psychological and psychiatric evaluations, treatments, and diagnoses.
  
- b. Results of current intellectual and adaptive behavior assessments, including:
  - i. Instrument names;
  - ii. Composite or full-scale scores;
  - iii. Cluster, area, and specific or subscale scores, if available; and
  - iv. Overall intellectual functioning and ABL.
  
- c. A narrative description of:
  - i. Test results, including the individual's relative strengths and weaknesses;
  - ii. Testing conditions, including any accommodations provided or technology used; and
  - iii. Any relevant impact on the test results related to the individual's:
    1. Cultural background;
    2. Primary language;
    3. Communication style;
    4. Physical or sensory impairments;
    5. Motivation;
    6. Attentiveness;
    7. Emotional and behavioral factors; and
    8. Home and family variables;
  
- d. An integrative summary that includes diagnostic impressions, conclusions, and diagnoses, including applicable diagnostic codes; and
  
- e. Recommendations, including a statement of:
  - i. Whether the individual has an ID; and
  - ii. If applicable, whether the individual has
    1. ASD as described in §304.503 of this chapter (relating to Autism Spectrum Disorder); or



2. A related condition on the current HHSC-approved list of related conditions.

**Processing**

1. Invoices must be submitted by the 3<sup>rd</sup> calendar day of the month following the month of services.
  - a. If the 3<sup>rd</sup> calendar day falls on a weekend, progress notes and invoices are due no later than the Friday before the 3<sup>rd</sup> calendar day.
2. Applicant shall submit an invoice for all services provided for that reporting period.
  - a. All services will be verified by LifePath Systems.
  - b. LifePath Systems will issue payment to Applicant within 30 days after invoice receipt.
3. Applicant shall forfeit the payment for service if the service:
  - a. Was not previously approved by LifePath Systems;
  - b. Was provided prior to contract execution;
  - c. Was incomplete and documentation that does not match;
  - d. Exceeds the limits approved by LifePath Systems.





## INSTRUCTIONS FOR SUBMISSION OF APPLICATIONS

To facilitate and ensure an objective review, applicants must follow these instructions for submission. LifePath expressly reserves the right to reject any application that is not submitted according with the instructions below.

Applicants must either mail, email, or hand deliver one (1) original copy of each completed application and one (1) copy of all applicable attachments to:

**Mail/Hand Deliver:**

**ATTENTION:**

LifePath Systems  
IDD Contracts Department  
Attn: Angela James  
1515 Heritage Drive  
McKinney, TX 75069

Email: [Procurement\\_Inquiries@lifepathsystems.org](mailto:Procurement_Inquiries@lifepathsystems.org)

Subject: RFA# 0132

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.

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 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 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. LifePath will not pay for any costs incurred by Applicants in the preparation and submission of a response to this RFA.

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 enrollment in the network.

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**

**ORGINIZATIONAL APPLICATION CHECKLIST**

The checklist below is provided to assist in completing the application.

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

Line Item	Name of Organization/Individual: _____			
	LIST	YES	NO	N/A
	<b>REQUIRED FOR ALL APPLICANTS:</b>			
1	Organizational Application Checklist ( <i>this page</i> )			
2	Application – 1 Original ( <i>pages 10-13</i> )			
3	Attestation ( <i>page 15</i> )			
4	General Authorization for Release of Information ( <i>page 16</i> )			
5	Assurances Document ( <i>pages 17-18</i> )			
6	Certification Regarding Lobbying, Grants, Loans, & Cooperative Agreements ( <i>page 19</i> )			
7	General Liability Insurance Coverage			
8	Auto Liability Coverage (Organization owned vehicles if transporting clients)			
9	Fire Inspection(s) (current within 1 year)			
10	Certificate(s) of Occupancy			
11	Professional Liability			
12	Policies and Procedures			
13	Risk Management Plan			
14	Security Procedures			
15	IRS Tax Exemption Form or proof of Status as Governmental Entity			
16	Workers' Compensation Coverage			
17	Adverse Actions explanation (if applicable)			
18	Affiliations Information ( <i>if indicated on Assurances</i> )			
19	Financial Interest Information ( <i>if indicated on Assurances</i> )			
20	Key Persons Disclosure ( <i>if indicated on Assurances</i> )			
21	Form W-9 (Attachment F)			
22	Conflict of Interest Questionnaire (Attachment G)			
23	Notice of Felony Conviction (Attachment H)			
24	Notice Not to Participate (Attachment I)			
25	VOQ Form(s) ( <i>For each employee providing services</i> )			
26	ACH Direct Deposit Form ( <i>Optional</i> )			
27	IDP Policy Forms (4)			



**COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER,  
dba LIFEPATH SYSTEMS**

**OPEN ENROLLMENT FOR PSYCHOLOGICAL TESTING SERVICES PROVIDERS  
APPLICATION FOR ORGANIZATIONAL PROVIDERS ("APPLICATION")**

**REQUIRED APPLICATION INFORMATION:**

An applicant **MUST** answer every 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.

<b>A.</b>	<b>BUSINESS DEMOGRAPHICS</b>	
1.	Organization/Individual 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 business: _____	
11.	Languages services provided in: _____	
12.	Is organization/individual certified as or eligible to be a Historically Underutilized Business: <b>Yes</b> <b>No</b> (If certified, provide Certification Number): _____	
13.	List all licenses, credentials, certifications, and/or accreditations currently held by organization/individual: (Provide copies as applicable):	
	_____	
	_____	
	_____	
	_____	

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

Service	Indicate (✓) if applying to provide this service
<b>Determination of Intellectual and Developmental Disabilities (DID) Testing</b>	

2. Will all services contracted under this RFA be provided by organization/individual:  
 Yes      No

3. Please provide a full explanation for any “No” response: *(Attach additional pages as necessary).*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**C. SERVICE LOCATION:**

If services are to be provided in a facility owned/rented by the organization:

- a. Attach a Certificate of Insurance with effective and expiration dates showing current General Liability insurance coverage limit.
- b. Attach a Fire Inspection (current within 1 year) by applicable local fire authority.
- c. Attach a Certificate of Occupancy.
- d. Is the building accessible for individuals with disabilities?      Yes      No
- e. How close is the organization’s facility to public transportation? \_\_\_\_\_

**D. PROFESSIONAL LIABILITY INSURANCE**

Organization must have professional liability insurance with limits of at least one million each occurrence and three million aggregates. Please attach policy certificate showing effective date and expiration date of coverage, per occurrence amount and aggregate amount.

**E. EXPERIENCE**

- 1. Describe your organization’s experience over the last 5 years providing services to the population of individuals the organization is applying to serve: *(Attach additional pages as necessary.)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 2. Describe your organization’s abilities/experience working with persons who are hearing impaired, persons who have limited language skills, persons with physical impairments, and/or persons who use adaptive equipment: *(Attach additional pages as necessary.)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 3. Describe your organization’s experience/abilities working with diverse groups of individuals with regard to ethnic, racial, religious, and sexual orientation: *(Attach additional pages as necessary.)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 4. Describe any limitations on your organization’s capacity to serve the population (age ranges, total number of clients, geographical region, etc.): *(Attach additional pages as necessary.)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Are all staff and sub-contractors current on all training required by the credentialing/licensing agency and/or the Texas Administrative Code as described in contract exhibit(s)? Yes No  
If no, what is the plan for ensuring all staff and sub-contractors receive training before service initiation: *(Attach additional pages as necessary.)*

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6. Describe the approach to working with individuals who are non-compliant with treatment: *(Attach additional pages as necessary.)*

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**F. INFORMATION SYSTEMS**

Organization/individual must have and maintain internet access and a current email account in order to be eligible to be a party to a contract.

- (a) Does organization/individual have internet access and a valid email address? Yes No

**G. RISK MANAGEMENT**

1. Describe how organization/individual identifies, controls, avoids, minimizes and/or eliminates unacceptable risks to individuals receiving services and liability to the organization. Attach any policies and procedures organization has implemented related to this area: *(Attach additional pages as necessary.)*

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2. Describe how the organization/individual protects the security of individuals receiving services and their protected information. Attach any policies and procedures the organization has implemented related to this area: *(Attach additional pages as necessary.)*

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3. Describe how the 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 the organization has implemented related to this area: *(Attach additional pages as necessary.)*

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4. Is the organization a non-profit or otherwise exempt from payment of State Franchise Tax? Yes No  
*(If yes, please attach a valid 501C IRS Exemption Form)*

5. Please provide the name of the Workers' Compensation carrier if the organization has Workers' Compensation coverage or self-funding documents if self-funded: \_\_\_\_\_

**H. ADVERSE 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 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 rightsviolation claims:    **Yes**    **No**  
 If yes, describe in detail: *(Attach additional pages as necessary)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
6. Does organization/individual meet standard federal guidelines for Medicaid and Medicare:  
**Yes**    **No**
  
7. Is organization/individual currently under investigation, or has 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 organization/individual had any judgments or settlements entered against it in the last 10 years:  
**Yes**    **No**

**I. REFERENCES**

List three references who are able to attest to the quality of the organization’s work performance and have knowledge of the organization’s previous experience and ability to provide a healthy, safe, and therapeutic environment to Consumers 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/Individual 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/Individual's knowledge. Organization/Individual understands that LifePath Systems will check conviction record of Organization/Individual. Organization/Individual 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.

\_\_\_\_\_  
Signature of Individual or Organization's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Organization/ Program Name (if applicable)



**GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION**

I, the undersigned Organization, 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 Organization 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

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

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Organization/Program Name





## ASSURANCES DOCUMENT

Applicant Name:

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*This document is required of all Applicants and must be signed and attached to the Application.*

Applicant Assures the Following:

1. All addenda and attachments to the RFA as distributed by the Local Authority have been received.
2. No attempt has been or will be made by the Applicant to induce any person to submit or not submit an application.
3. Applicant will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or LifePath. Applicant does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic characteristics, national origin, disability, veteran status, age, or political affiliation.
4. Applicant accepts the terms, conditions, criteria, and requirements set forth in the RFA.
5. Applicant accepts Local Authority's right to cancel the RFA at any time.
6. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Application or any other associated cost.
7. The individual signing these assurances is authorized to legally bind the Applicant.
8. The address submitted by the Applicant to be used for all notices sent by LifePath Systems is current and correct and any changes shall be immediately provided to LifePath Systems.
9. Applicant agrees to follow all applicable federal, state, county, local, HHSC laws, regulations, codes, standards, and LifePath Systems' policies and procedures.
10. No employee of LifePath Systems, HHSC, and no member of the LifePath Systems Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed Contract(s) to Applicant. *If the Applicant is unable to make the affirmation, the Applicant must disclose any knowledge of such interests. (See Attachment A – LifePath's Key Persons List.)*
11. No director or personnel of the Applicant has been either an employee, officer, or member of the Board of Trustees of Local Authority within the past two (2) years preceding the date of submission of the Application. This requirement applies to all LifePath Systems personnel, whether or not identified on Attachment A. *If such employment has existed, or a term of office served, Applicant must state the nature and time of the affiliations as defined on a separate sheet.*



12. No officer, employee or member of the Board of Trustees of Local Authority has financial interest in the Applicant or is related within the second degree by consanguinity or affinity to a person having such financial interest. *If such financial interest exists, Applicant must fully and completely disclose the nature of such financial interest and the relationship on a separate sheet.*
  
13. Applicant is not doing business and has not done business with any Local Authority key person (See Attachment A- Key Persons List) during the 365-day period immediately prior to the date on which the Application was submitted. *If Applicant has done or is currently doing business with such a key person, Applicant must disclose the name of any such key person on a separate sheet.*
  
14. 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, “the specified grant, loan or payment” shall mean any Contract between Applicant and LifePath Systems pursuant to this RFA.
  
15. Applicant is not currently held in abeyance or barred from the award of a federal or state contract.
  
16. Applicant is currently in good standing for state tax, pursuant to the Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.

\_\_\_\_\_  
Signature of Individual or Organization’s Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Organization/ Program Name (if applicable)



**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, 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 appropriate 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)

**ATTACHMENTS**

The following thirteen (13) Attachments are provided to assist in the Application process.

Attachment A:	Key Persons List
Attachment B:	Local Intellectual or Developmental Disability Authority Provider Handbook
Attachment C:	Local Authority's Bars to Workforce/Contracting Form
Attachment D:	Information for Background Checks/Bars for Provider Enrollment
Attachment E:	LifePath System's Code of Conduct
Attachment F:	Form W-9
Attachment G:	Conflict of Interest Questionnaire
Attachment H:	Notice of Felony Conviction
Attachment I:	Notice Not to Participate
Attachment J:	VOQ Form <i>(for each employee providing services)</i>
Attachment K:	IDD Policy Forms (4)
Attachment L:	ACH Direct Deposit Form <i>(Optional)</i>

<b>ATTACHMENT A KEY PERSONS LIST</b>			
<b>NAME</b>	<b>TITLE</b>	<b>BUSINESS ADDRESS</b>	<b>BUS. PHONE#</b>
Tammy Mahan, MA LPC-S	Chief Executive Officer (CEO)	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Peter Kabira	Chief Operating Officer (COO)	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Jennifer Morgan	Chief Financial Officer (CFO)	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Brent Phillips-Broadrick	Chief Administrative Officer (CAO)	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Danielle Sneed	Deputy Clinical Officer (DCO)	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Humera Bhaidani	Director of IDD Services	1515 Heritage Drive McKinney, TX 75069	972-562-0190
Angela James	Admin Contracts Manager	1515 Heritage Drive McKinney, TX 75069	972-562-0190

**ATTACHMENT B**  
 LOCAL INTELLECTUAL AND DEVELOPMENTAL DISABILITY AUTHORITY HANDBOOK

To access the most up to date version of the Local Intellectual and Developmental Disability Authority Handbook, please access the following link: <https://www.hhs.texas.gov/handbooks/local-intellectual-developmental-disability-authority-handbook>



ATTACHMENT C
LOCAL AUTHORITY'S BARS TO EMPLOYMENT/CONTRACTING

FY24 CRIMINAL BACKGROUND CHECK FORM

DIVISION: CONTRACT MANAGER: PROGRAM:

ORGANIZATION (Business Entity):

LEGAL FIRST NAME: LEGAL 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 INDEPENDENT/INDIVIDUAL CONTRACTOR, PLEASE LIST ALL THE STATES YOU HAVE LIVED IN THE LAST TWO YEARS (INCLUDING TEXAS):

In addition to obtaining criminal history record information from TDPS, local authorities must obtain criminal history information for applicants who have lived outside of the State of Texas at any time during the two years preceding the contract through the FBI using a complete set of fingerprints on the official FBI card. LifePath Systems assumes no liability nor responsibility should the results of this background check, nurse aid registry check, misconduct registry check, or debarred vendor check divulge that the applicant is ineligible for consideration as a provider of services. If the Contractor, its officers, employees, or agents have a conviction as described in the Conviction and Registry Clearance on the following page, the Contractor will be barred from doing business with the Center.

PLEASE FOLLOW THE INFORMATION BELOW REGARDING FINGERPRINTING:

- 1. Access https://uenroll.identogo.com
2. Enter Service Code 11FHT4.
3. Select an available date for your appointment.
4. Enter payment information.
5. Print off the last page that shows your registration number.
6. Take a Photo ID and a copy of the last page with your registration number to your appointment.
7. Inform your assigned Contract Manager when your appointment is completed.

With the below signature, I give LifePath Systems my permission to run the above-described background check.

I give consent for LifePath Systems to check my name/organization against the List of Excluded Individuals and Entities (LEIE) and all other applicable registries at a minimum frequency of at least once a month as required.

CONTRACTOR SIGNATURE: DATE:



## 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 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 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 contractor 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.



**ATTACHMENT D**  
INFORMATION FOR BACKGROUND CHECKS / BARS FOR PROVIDER ENROLLMENT

**Providers who have a Bar to Employment cannot perform services for the Local Authority. LifePath must be notified of the provider. A provider will be barred from contracting with LifePath if the contractor is found to:**

**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 (indecent 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);
  - l. 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 (5<sup>th</sup>) 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, which is punishable as 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 purposes 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 manufacturer, 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 Texas Department of Aging and Disability Services Misconduct/Nurse Aide Registry or listed as unemployable in the Employee Misconduct Registry. <https://emr.dads.state.tx.us/DadsEMRWeb/emrRegistrySearch.jsp>
  6. Texas Office of Inspector General List of Excluded Individuals/Entities Search (Tx OIG) <https://oig.hhs.texas.gov/exclusions>
  7. General Service Administration Excluded Parties List System (EPLS) <https://sam.gov/content/exclusions>
  8. Texas Health and Safety Code §250.006, Convictions Barring Employment <https://www.hhs.texas.gov/handbooks/consumer-directed-services-handbook/appendix-i-criminal-convictions-barring-employment>

### **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.
- LifePath Systems is responsible for receiving, storing, and logging all data relevant to this topic.

### **Individual Contractors**

LifePath 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 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 contractor is notified of results.
- During the term of the contract, the LifePath Systems Contract Manager will ensure monthly Office of 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, 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.

### **RESOURCES:**

#### **Texas Dept. of Public Safety Crime Records Service Criminal History Check**

To setup an account with DPS for criminal history checks, go to this website and select "New User Sign Up"

<https://securesite.dps.texas.gov/DpsWebsite/Login.aspx?returnUrl=/DpsWebsite/Signup/SecureSite/CriminalHistory/>



**ATTACHMENT E**  
**LIFEPATH SYSTEMS' CONTRACTOR CODE OF CONDUCT**

**Introduction**

LifePath Systems (the Center) is dedicated to conduct that adheres to the highest ethical standards. Common sense, good business judgment, ethical personal behavior, as well as compliance with applicable laws and regulations are what we expect from all LifePath Systems' contractors, business associates, and others affiliated with or doing business on behalf of the Center.

The LifePath Systems' Code of Conduct details the fundamental principles, values and framework for action and intended to deter wrongdoing and promote:

- Honest and ethical conduct
- Compliance with all applicable federal, State, and local laws and regulations
- Prompt reporting of violations and compliance concerns

Additional information regarding compliance with LifePath Systems' Code of Conduct is provided in the biennial LifePath Systems' Compliance Program, available on the Center's website.

**Our Mission**

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

**Our Values**

**Service Excellence:** We will strive to have a workforce that reflects the diversity of our community. We will hire talented people, increasing their skills through training and experience. We will provide timely, professional, effective, culturally competent, compassionate, and efficient services.

**Stewardship of Resources:** We will utilize all Center resources efficiently, appropriately, and with transparency and ethical and fiscal accountability. We will work to create long-term sustainable financing strategies for our programs.

**Integrity:** We will act with honesty and honor without compromising the truth. Earning and maintaining the trust of the individuals served, families, stakeholders, and the community is critical.

**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.

**Our Service Delivery**

LifePath Systems is committed to providing high-quality services in the communities served that incorporates trauma-informed principles and is culturally and linguistically appropriate.

LifePath Systems contractors, business associates and others affiliated with or doing business on behalf of the Center are expected to treat those who receive services with respect and dignity, providing high-quality, compassionate care in a clean, safe environment.



### **Professional Representation**

Licensed professionals are expected to have and maintain all required licenses, adhere to the established code of conduct of their profession, and follow the ethical and professional standards dictated by their respective professional organizations and licensing boards.

### **Leadership and Oversight**

LifePath Systems contractors are expected to establish the controls necessary to maintain the necessary oversight of all employees, volunteers and other associates providing services on their behalf in accordance with the established contractual terms.

### **Compliance**

LifePath Systems is committed to full compliance and expects its contractors to obey all applicable federal, state, and local laws and regulations. Compliance is an important aspect of the Center's contract monitoring and enforcement practices.

### **Laws and Regulations**

LifePath Systems contractors are expected to perform their duties in good faith to the best of their ability and not engage in any illegal, unfair, or deceptive conduct relating to business practices. LifePath Systems expects its contractors, business associates and others affiliated with or doing business on behalf of the Center to fully comply with all applicable laws and regulations including federal, state, and local.

Key healthcare compliance laws include (but not limited to):

- Title XVII of the Social Security Act
  
- The physician self-referral law, known as the Stark law, which prohibits health care entities from submitting any claim for certain services called designated health services if the referral comes from a physician with who the healthcare entity has a prohibited financial relationship.
  
- The federal anti-kickback statute and similar Texas statutes, which prohibit payments (direct or indirect), made to induce, or reward the referral or generation of government healthcare program business.
  
- The Emergency Medical Treatment and Labor Act (EMTALA), which contains requirements for the evaluation and treatment of emergency individuals.
  
- Laws authorizing the U.S. Department of Health and Human Services (HHS), Office of the Inspector General (OIG), to exclude healthcare providers from participation in federal healthcare program that provide unnecessary or substandard items or services provided to any individual receiving services.
  
- Privacy and security laws and regulations that protect individual information, including protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, the Final Omnibus Rule, and the Texas Medical Records Privacy Act as amended by Texas H.B.300.
  
- Federal and Texas false claims statutes and whistleblower protections that serve a key role in preventing and detecting fraud, waste and abuse in government funded healthcare programs.

### **Fraud and abuse, the False Claims Act and Whistleblower Protections**

All Contractors, Business Associates and others affiliated with or doing business on behalf of the Center will fully comply with the federal False Claims Act (FCA) and Texas laws that fight fraud and abuse in government



healthcare programs. The FCA contains a qui tam or whistleblower provision, which permits a private person with knowledge of a false claim for reimbursement by a government to file a lawsuit on behalf of the U.S. government.

In addition, there are Texas laws and regulations that may allow an individual who reports fraud or abuse in the Medicaid Program, to receive a portion of the recovery. Under both the FCA and similar Texas laws, there are protections against retaliation.

### **Confidentiality**

All Contractors, Business Associates and others affiliated with or doing business on behalf of the Center will adhere to related state and federal laws and regulations that protect individual information, including protected health information (PHI):

- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Health Information Technology for Economic and Clinical Health (HITECH) act of 2009
- Texas Medical Records Privacy Act as amended by Texas H.B. 300, which went into effect September 2012.

### **Conflicts of Interest**

A conflict of interest exists when:

- Contractor's private interests interfere in any way with the interests of LifePath Systems.
- A contractor takes an action or has interests that may make it difficult to perform their work objectively and efficiently.
- A contractor or their family, receives improper personal benefits as a result of their position at LifePath Systems.

Contractors, business associates and others affiliated with providing services on behalf of the Center are expected to adhere to the following:

- Avoid conflicts of interest and opportunities for personal gain for themselves individually, members of their immediate families and others which may impede their best judgment.
- Disclose any professional or personal affiliations with organizations that receive directly or indirectly any money or other item of value from any such organization. Any exceptions to this requirement must be approved in writing by the LifePath Systems Chief Executive Officer.
- Disclose any personal relationships they have with an individual receiving services with whom they could potentially provide services or view protected health information. This includes having a family member or other personal relation serving a mutual individual.
- Not use their position to influence decisions that result or appear to result in financial, personal, organizational, or professional gain for themselves or anyone with whom they have family, business, or other ties.
- Disclose if they have a conflict of interest in, or in any manner are connected with, any contract or bid for furnishing supplies, materials, services, or equipment to LifePath Systems.
- In the event a potential conflict of interest may exist, the conflict must be disclosed to the assigned contract manager and the Compliance and Quality Assurance Department using the Conflict-of-Interest Disclosure Affidavit Form.



### **Coding and Billing Integrity**

All billing practices, including the preparation and filing of cost reports, must comply with federal and Texas laws and regulations.

LifePath Systems' management will assist applicable contractors, business associates, and others affiliated with doing business on behalf of the Center, in identifying and appropriately resolving any coding or billing issues or concerns. Overpayments made by a federal healthcare program or other payers will be refunded in accordance with applicable law.

Contractors are expected to document accurately in all treatment and related records, timesheets, financial transactions, billing, and report generation.

### **Relationships with Federal Health Care Beneficiaries**

Contractors, business associates and others affiliated with doing business on behalf of the Center will comply with federal fraud and abuse laws which prohibit offering or providing incentives to beneficiaries in government health care programs and authorize the Office of Inspector General (OIG) to impose civil monetary penalties (CMPs) for these violations. Government health care programs include Medicare, Medicaid, Veterans Administration, and other programs.

Contractors, business associates and others affiliated with doing business on behalf of the Center may not offer incentives of any kind to the beneficiaries, employees, or representatives of these programs to attract their business (including but not limited to gifts, gratuities, certain cost-sharing waivers, and other items of value).

### **Ineligible Persons, Excluded Beneficiaries and Entities**

- Contractors, business associates and others affiliated with doing business on behalf of the Center will not do business with hire, or bill for services rendered by excluded or debarred individuals or entities.
- Contractors are required to report to their contract manager or the LifePath Systems Compliance Department immediately if a contractor's staff member becomes excluded, debarred, or ineligible to participate in any government health care program or becomes aware that anyone doing business with or providing services for or on behalf of the contractor has become excluded, debarred or ineligible.

### **Monitoring and Investigations**

Contractors, business associates and others affiliated with doing business on behalf of the Center must be committed to monitoring and investigating compliance concerns relating to laws and regulations. When a violation is substantiated, corrective action will be initiated including, as appropriate, resolving overpayments, making required notifications to government agencies, implementing systemic changes to prevent recurrences, and instituting disciplinary actions.

### **Medical Records**

Contractors, business associates and others affiliated with doing business on behalf of the Center must ensure medical records are accurate and provide information that documents the treatment provided and supports claims submitted. Tampering with or falsifying medical records, financial documents, or other business records must not be tolerated.

The confidentiality of protected health information must be maintained in accordance with privacy and security laws and regulations, including protected health information (PHI) under the Health Information



Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and applicable Texas laws.

### **Environment and Workplace Safety**

Contractors, business associates and others affiliated with doing business on behalf of the Center will obey all state, federal and local environmental and workplace safety laws, and regulations, including those endorsed by the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA).

### **Reporting Suspected Wrongdoing**

Contractors, business associates and others affiliated with doing business on behalf of the Center have a responsibility to report any suspicion or knowledge of wrongdoings promptly using one of the processes described below:

- Report the issue to the assigned contract manager or compliance department; or
- Report the issue via the LifePath Systems Compliance Hotline (972) 330- 4301.
  - Calls to the Hotline may be reported anonymously.
- Retaliation against anyone making the report is prohibited.

Any contractor, business associate and others affiliated with doing business on behalf of the Center who becomes aware of improper conduct but knowingly declines to report the improper conduct may be subject to applicable disciplinary and enforcement action.

**Retaliation in any form against anyone who makes a good faith report of actual or suspected wrongdoing or cooperates in an investigation is strictly prohibited.** Contractors, business associates and others affiliated with doing business on behalf of the Center who suspect they have been retaliated against should report the retaliation using any of the methods described above.





## CONFIDENTIALITY ACKNOWLEDGMENT

I understand that LifePath Systems, (the Center) has a legal and ethical responsibility to safeguard the privacy of all those who receive services and protect confidentiality and security of all protected health information (PHI) and sensitive personal information (SPI). During my affiliation with the Center, I may hear or read information related to an individual's health or see electronic or paper files containing confidential PHI even if I am not directly involved in providing services to that individual. I may also create documents containing confidential information as part of my job or as directed by my supervisor. As part of my affiliation with LifePath Systems, I agree to adhere to the following:

- **Confidential Health Information.** I will regard privacy and confidentiality as a central obligation to those who receive services. I understand that all information, which in any way may identify someone who is receiving services, or which relates to an individual's health, must be maintained in the strictest confidence. Except as permitted by this Confidentiality Acknowledgment (the Acknowledgment), I will not at any time during or after my affiliation speak about or share any information with any person or permit any person to examine or make copies of any reports or other documents that I come into contact with or which I create that identify an individual who is receiving services or disclose PHI, except as allowed within my duties or by consent and authorization from the person receiving services.
- **Permitted Use of Private Information.** I understand that I may use and disclose confidential information only to other providers of health care services and only if the purpose of the disclosure is for treatment, consultation, referral, and for payment and billing purposes.
- **Prohibited Use and Disclosure.** I understand that I must not access, use, or disclose any information for any purpose other than stated in this Acknowledgment related to a person receiving services. I may not release records to outside parties except with the written consent and authorization of the person receiving services, their representative, or for other limited or emergency circumstances. Special protections apply to mental health records, records of drug and alcohol treatment, and HIV related information. I must neither physically remove records containing confidential information from facility premises, nor alter or destroy such records. LifePath Systems' contractors who have access to records containing PHI must preserve their confidentiality and integrity, and no one is permitted access to health information without a legitimate, work-related reason. I also agree to immediately report to the assigned contract manager or LifePath Systems compliance and quality assurance department any non-permitted disclosure of confidential information relating to an individual receiving services that I make by accident or in error. I agree to report any use or disclosure of confidential information that I see or know of others making that may be a wrongful disclosure.
- **Safeguards.** In the course of my affiliation if I must discuss PHI with other health care practitioners, I will use discretion to ensure that others who are not involved in the individual's care cannot overhear such conversations. I understand that when confidential PHI is within my control, I must use all reasonable means to prevent it from being disclosed to others except as permitted by this Acknowledgment.
  - Protecting the confidentiality of information concerning those who receive services means protecting it from unauthorized use or disclosure in any format, oral/verbal, fax, written, or electronic/computer.



- Protecting the confidentiality of information concerning those who receive services means protecting it from unauthorized use or disclosure in any format, oral/verbal, fax, written, or electronic/computer.

- **Electronic Device Security.** If necessary to have any identifiable PHI on a device, I agree to encrypt, and password protect information. I will not attempt to access information by using a user-identification code or password other than my own, nor will I release my user-identification code or password code to anyone or allow anyone to access or alter information under my identity. I will back-up any confidential information using approved back-up methods.
- **Social Medica Use.** I agree to never store health information on someone who is receiving services on social networking internet web sites or transmit through peer-to-peer applications.
- **Physical Security.** I will take all reasonable precautions to safeguard confidential information. These precautions include using locking file cabinets, locking office doors, securing data tapes, CDs, DVDs, and other electronic media. I agree to store my electronic media on approved servers and store back-up media in approved locations.
- **Privacy and Security of Information while Traveling.** I will protect PHI from unauthorized access/disclosure to others.
- **Return or Destruction of Information.** I will ensure that all confidential information is returned to the appropriate parties. Unless specifically stated in my contractual agreement with LifePath Systems, I am not authorized to destroy any original information maintained in any medium, i.e., paper, electronic, etc.
- **Termination.** When I leave my affiliation with LifePath Systems, I will ensure that I take no identifiable PHI with me, and I will return all PHI in any format to LifePath Systems.
- **Disclosures Required by Law.** I understand that I am required by law to report suspected child or elder abuse to the appropriate authority. I agree to cooperate with any investigation by LifePath Systems, the Department of Health and Human Services or any oversight agency.
- **Violations.** I understand that violation of this Acknowledgment or the LifePath Systems' Contractor Code of Conduct may result in disciplinary action, up to and including immediate termination of my affiliation and could result in criminal or civil charges by either federal or State authorities against me with the potential for fines or prison.

**I attest that I have read the LIFEPATH SYSTEMS Contractor Code of Conduct and Confidentiality Acknowledgment in its entirety. I understand my obligations and responsibilities outlined in these documents and agree to abide by the terms therein throughout my affiliation with LifePath Systems.**

PRINTED NAME & TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT F**  
FORM W-9

**Request for Taxpayer Identification Number and Certification**  
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

(Attach completed W-9 Form as part of your application.)

**ATTACHMENT G**  
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 CIQ Form as part of your application.)

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

**ATTACHMENT H**  
NOTICE OF FELONY CONVICTION

**Please review the Texas Health and Safety Code §250.006.**

<https://statutes.capitol.texas.gov/Docs/HS/htm/HS.250.htm#250.006>

(Attach a written response signed by an authorized representative as part of your application.)



**ATTACHMENT I**  
**NOTICE NOT TO PARTICPATE**

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 application.

Our organization cannot provide the services listed in this request. Please keep our name and address so that we may submit an application at a later date for the following services:

\_\_\_\_\_

Our organization has chosen NOT to submit an application at this time but would like to remain on your list for this category. We did not submit an application because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please REMOVE our organization’s name from LifePath Systems ‘ mailing lists until further notice.

Reason: \_\_\_\_\_

Company Name: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

Email: \_\_\_\_\_ Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

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

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

Thank you for your time and assistance.

**IF A VENDOR CHOOSES NOT TO PARTICIPATE, PLEASE RETURN THIS FORM ONLY TO:**

LifePath Systems  
IDD Contracts Department  
Attn: Angela M James  
1515 Heritage Drive  
McKinney, Texas 75069  
**Notice “Not to Participate” RFA #**



**ATTACHMENT J**  
VERIFICATION OF QUALIFICATIONS (VOQ) FORM(S)

One (1) VOQ form (attached) must be completed for each employee that will be providing services to individuals.

**(Attach completed VOQ Form(s) as part of your application.)**

**ATTACHMENT K**  
IDD POLICY FORMS (4)

Acknowledgment of receipt of the following forms are required:

- Reporting Abuse and Neglect
- LifePath Systems Contractor Training Review (Reporting Rights Violations; Complaint Process; and incident reporting)
- Infection Control
- HIPAA Notice of Privacy Practices (NPP) and Contractor Code of Conduct

**(Attach the completed IDD Policy Forms (4) as part of your application.)**

**ATTACHMENT L**  
ACH DIRECT DEPOSIT FORMS (OPTIONAL)

**(Attach completed ACH Direct Deposit Form as part of your application.)**

**PLEASE RETURN COMPLETED FORMS TO:**

LifePath Systems  
IDD Contracts Department  
Attn: Angela M James  
1515 Heritage Drive  
McKinney, Texas 75069

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## REPORTING ABUSE AND NEGLECT

As a contractor of LifePath Systems, you are legally required to report any allegation or suspicion of abuse or neglect of an individual receiving services from LifePath Systems by any staff member or contractor of LifePath Systems. All reports must be made immediately to the Department of Family and Protective Services (DFPS) at

**1-800-647-7418**

**<http://www.txabusehotline.org>**

Examples of behavior by a staff person or contractor that must be reported include:

**Physical Abuse-** hitting, kicking, biting, pinching, burns, bruises.

**Verbal Abuse-** threatening the person, calling names, cursing.

**Sexual Abuse-** any direct sexual contact, inappropriate touching, sexual remarks.

**Exploitation-** taking advantage of the person's time, money or possessions for personal benefit.

**Neglect-** failure to provide supports or services that result in physical or emotional harm.

You must also participate fully with the investigation of any allegation of abuse and neglect, including meeting with investigator's, writing statements, etc. as requested by the Department of Family and Protective Services.

I recognize the acts that constitute abuse, neglect, and exploitation. I also recognize that, as a direct care case worker, I am mandated to report to DFPS immediately, but no later than one hour after I see or suspect such acts.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Printed Name



## LIFEPATH SYSTEMS CONTRACTOR REPORTING REQUIREMENTS

Contractor Name: \_\_\_\_\_

Organization/Agency Name: \_\_\_\_\_

Please read the following statements and acknowledge your comprehension and willingness to comply by affixing your signature for each subject area:

**RIGHTS – By my signature I certify that I have read and understand the following:**

- I understand the rights that individuals receiving services from LifePath Systems have, and my responsibility to support individuals receiving services to exercise their rights.
- I must report rights violations by calling the LifePath Systems Rights Protection Officer, Jordan Planchon, at 469-966-5723.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMPLAINT PROCESS – By my signature I certify that I have read and understand the following:**

- Any person who is a recipient of LifePath Systems services, or the legal guardian of such a person, who has a complaint about how the recipient was served and/or treated by the LifePath Systems workforce members or any of its Contract Service Providers or wishes to appeal any decision concerning the care provided may do so by contacting LifePath Systems' Rights Protection Officer, Jordan Planchon, at 469-966-5723.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**INCIDENT REPORTING – By my signature I certify that I have read and understand the following:**

- I must report the death of an individual receiving services as soon as possible to the Contracts Manager or the Individual's Service Coordinator.
- I must report all other incidents as soon as possible to the Contracts Manager or the Individual's Service Coordinator.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## INFECTION CONTROL

### Standard Precautions and Use of Personal Protective Equipment (PPE)

- A. Standard Precautions are work related practices that help prevent the spread of infectious diseases in health care settings.
- B. Standard Precautions apply to all individuals, regardless of their diagnosis or suspected infection status.
- C. Individuals receiving services and workforce members will follow Standard Precautions when handling any of the following:
  - i. Blood,
  - ii. All body fluids, secretions, and excretions except sweat whether or not they contain visible blood;
  - iii. Non-intact skin (i.e., visible cut, laceration, or tear);
  - iv. Mucous membranes (eyes, nose, mouth), or
  - v. Close physical contact with another individual.
- B. When used properly, Standard Precautions will help prevent exposure to potentially infectious materials. These precautions include:
  - i. Hand hygiene;
  - ii. Personal protective equipment (PPE);
  - iii. Cough and sneeze etiquette;
  - iv. Proper handling, cleaning, and disinfecting of care equipment, instruments, and devices; and
  - v. Appropriate cleaning and disinfecting the environment;

**By my signature I certify that I have read and understand the above information regarding the use of Universal Precautions within the workplace setting. I and/or my representatives will adhere to universal precautions in all settings and situations as required, and will report all related incidents to the authorized parties within the required timeframe.**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Printed Name:

\_\_\_\_\_  
Title



**HIPAA NOTICE OF PRIVACY PRACTICES (NPP),  
CONTRACTOR CODE OF CONDUCT, &  
CONFIDENTIALITY AGREEMENT**

I attest that I have received a copy of the LifePath Systems HIPAA Notice of Privacy Practices,  
Contractor Code of Conduct and Confidentiality Acknowledgement.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Printed Name:

\_\_\_\_\_  
Title



## LifePath Systems Vendor Bank Draft Authorization Form

We are pleased to offer you the option of payment convenience – **Bank Draft**. You may have your invoice payments automatically deposited into your checking account.

To take advantage of this service and authorize LifePath Systems and your financial institution to deposit your payment to your account, please check the applicable box and complete the information in the section below. Return this form to the Accounts Payable department.

<b>Vendor Information</b> (please print)			
Name:		SSN/TIN:	
<b>Deposit Information</b>			
Bank Name:		<input type="checkbox"/> Checking	
9-Digit Bank R/T Code:		Account Number:	
		Misc. Notes:	

I hereby authorize LifePath Systems to deposit my payment to the bank and account as written above. This authorization will remain in effect until LifePath Systems receives written notification from me of its termination, allowing LifePath Systems and the bank a reasonable opportunity to act upon my request. In the event that LifePath Systems deposits funds to my account in error, I authorize and direct the bank(s) to return applicable funds to LifePath Systems as soon as possible.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

## LifePath Systems (LPS) HIPAA Notice of Privacy Practices (NPP)

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **About This Notice**

This notice describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law, it also describes your rights to access and control your protected health information, "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. We will not use or share your information other than as described in this notice unless you tell us we can in writing, and you may change your mind at any time by letting us know in writing.

We are required by law to maintain the privacy of your protected health information; give you this notice of our legal duties and privacy practices with respect to your protected health information; and follow the terms of our notice that are currently in effect. We may change the terms of our notice at any time. The new notice will be effective for all protected health information that we maintain at the time as well as any information we receive in the future. You can obtain any revised Notice of Privacy Practices by contacting any LPS facility.

### **How We May Use and Disclose Your Protected Health Information**

The following examples describe different ways that we may use and disclose your protected health information. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by LPS. We are permitted to use and disclose your protected health information for the following purposes. However, LPS may never have reason to make some of these disclosures.

#### ***For Treatment***

We will use and disclose your protected health information to provide, coordinate, or manage your health care treatment and any related services. We may also disclose protected health information to other physicians who may be treating you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

In addition, we may disclose your protected health information from time to time to another physician or health care provider (e.g., a specialist or laboratory) who, at the request of your physician, becomes involved in your care by providing assistance with your health care diagnosis or treatment to your physician.

#### ***For Payment***

Your protected health information will be used, as needed, to obtain payment for your health care services. This may include certain activities that your health insurance plan may undertake before it approves or pays for the health care services we recommend for you, such as making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and undertaking utilization review activities. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to your health plan to obtain approval for hospital admission.

#### ***For Health Care Operations***

We may use and disclose your protected health information for health care operation purposes. These uses and disclosures are necessary to make sure that all of our patients receive quality care and for our operation and management purposes. For example, we may use your protected health information to review the treatment and services you receive to check on the performance of our staff in caring for you. We also may disclose information to doctors, nurses, technicians, medical students, and other personnel for educational and learning purposes. The entities and individuals covered by this notice also may share information with each other for purposes of our joint health care operations.

#### ***Appointment Reminders/Treatment Alternatives/Health-Related Benefits and Services***

We may use and disclose your protected health information to contact you to remind you that you have an

appointment for treatment or medical care, or to contact you to tell you about possible treatment options or alternatives or health related benefits and services that may be of interest to you.

***Plan Sponsors***

If your coverage is through an employer sponsored group health plan, we may share protected health information with your plan sponsor.

***Others Involved in Your Healthcare***

Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location or general condition. Finally, we may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

***Required by Law***

We may use or disclose your protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, as required by law, of any such uses or disclosures.

***Public Health***

We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. We may also disclose your protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority in efforts to prevent and/or reduce a serious threat to anyone's health and safety.

***Business Associates***

We may disclose your protected health information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated, under contract with us, to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

***Communicable Diseases***

We may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

***Health Oversight***

We may disclose your protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

***Abuse or Neglect***

We may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your protected health information if we believe that you have been a victim of abuse, neglect or domestic violence to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

***Food and Drug Administration***

We may disclose your protected health information to a person or company required by the Food and Drug Administration to report adverse reactions, product defects or problems, biologic product deviations, track products to enable product recalls, or to conduct post marketing surveillance, as required by law.

***Legal Proceedings***

We may disclose your protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process.

***Law Enforcement***

We may also disclose your protected health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include (1) legal processes and otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, (4) suspicion that death has occurred as a result of criminal conduct, (5) in the event that a crime occurs on the premises of an LPS facility, and (6) medical emergency (not on LPS premises) and it is likely that a crime has occurred.

***Criminal Activity***

Consistent with applicable federal and state laws, we may disclose your protected health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose your protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

***Military Activity and National Security***

When the appropriate conditions apply, we may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or others legally authorized.

***Workers' Compensation***

Your protected health information may be disclosed by us as authorized to comply with workers' compensation laws and other similar legally established programs.

***Inmates***

We may use or disclose your protected health information if you are an inmate of a correctional facility and your physician created or received your protected health information in the course of providing care to you.

***For Data Breach Notification Purposes***

We may use or disclose your protected health information to provide legally required notices of unauthorized acquisition, access, or disclosure of your health information. We may send notice directly to you or provide notice to the sponsor of your plan, if applicable, through which you receive coverage.

***Marketing and Selling of Information***

We will never share any of your protected health information for the purposes of marketing and selling, unless you give us written permission.

***Fundraising***

We may contact you for fundraising efforts, but you can tell us not to contact you again if preferred.

***Required Uses and Disclosures***

Under the law, we must make disclosures to you and when required by the Secretary of the U.S. Department of Health and Human Services to investigate or determine our compliance with the requirements of 45 C.F.R. Section 164.500 et. seq.

**Special Protections for HIV, Alcohol and Substance Abuse, Mental Health and Genetic Information**

Certain federal and state laws may require special privacy protections that restrict the use and disclosure of certain health information, including HIV-related information, alcohol and substance abuse information, mental health information, and genetic information. For example, a health plan is not permitted to use or disclose genetic information for underwriting purposes. Some parts of this Notice of Privacy Practices may not apply to these types of

information. If your treatment involves this information, you may contact LPS for more information about these protections.

### **Uses and Disclosures of Protected Health Information Based Upon Your Written Authorization**

Uses and disclosures of your protected health information that involve the release of psychotherapy notes (if any). You may revoke this authorization at any time, in writing, except to the extent that this office has taken an action in reliance on the use or disclosure indicated in the authorization. Additionally, if a use or disclosure of protected health information described above in this notice is prohibited or materially limited by other laws that apply to use, it is our intent to meet the requirements of the more stringent law.

### **Your Rights Regarding Health Information About You**

The following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

**You have the right to inspect and copy your protected health information.** This means you may inspect and obtain a copy of your protected health information that is contained in your designated file for as long as we maintain the protected health information. A "designated file" contains medical and billing records and any other records that your physician and LPS uses for making decisions about you. Under federal law, however, you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information. You must make a written request to inspect and copy your designated file. We may charge a reasonable fee for any copies.

Additionally, if we maintain an electronic health record of your designated file, you have the right to request that we send a copy of your protected health information in an electronic format to you or to a third party that you identify. We may charge a reasonable fee for sending the electronic copy of your protected health information.

Depending on the circumstances, we may deny your request to inspect and/or copy your protected health information. A decision to deny access may be reviewable. Please contact our office if you have questions about access to your medical record.

**You have the right to request a restriction of your protected health information.** This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or health care operations. You may also

request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

This office is not required to agree to a restriction unless you are asking us to restrict the use and disclosure of your protected health information to a health plan for payment or health care operation purposes and such information you wish to restrict pertains solely to a health care item or service for which you paid us out-of-pocket in full. If this office believes it is in your best interest to permit the use and disclosure of your protected health information, your protected health information will not be restricted. If this office does agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with your health care professional. You may request a restriction by contacting our office.

**You have the right to restrict information given to your third-party payer if you fully pay for the services out of your pocket.** If you pay in full for services out of your own pocket, you can request that the information regarding the services not be disclosed to your third-party payer since no claim is being made against the third-party payer.

**You have the right to request to receive confidential communications from us by alternative means or at an alternative location.** We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Please make this request in writing to our office.

**You may have the right to have your physician amend your protected health information.** This means you may request an amendment of protected health information about you in your designated file for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please contact our office if you have questions about amending your medical record. Your request must be in writing and provide the reasons for the requested amendment.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.** This right applies to disclosures for purposes other than treatment, payment or health care operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you, to family members or friends involved in your care, or for notification purposes. The right to receive this information is subject to certain exceptions, restrictions, and limitations.

Additionally, limitations are different for electronic health records.

**You have the right to choose someone to act for you.** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure that this person has this authority and can act for you before we take any action.

**You have the right to obtain a paper copy of this notice from us,** upon request, even if you have agreed to accept this notice electronically.

**You have the right to receive notice of a security breach.** We are required to notify you if your protected health information has been breached. The notification will occur by first class mail within 60 days of the event. A breach occurs when there has been an unauthorized use or disclosure under HIPAA that compromises the privacy or security of your protected health information. The notice will contain the following information: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach; (2) the steps you should take to protect yourself from potential harm resulting from the breach; and (3) a brief description of what we are doing to investigate the breach, mitigate losses, and to protect against further breaches.

### **Complaints or Questions**

You may complain to us if you believe your privacy rights have been violated by us. You may file a written complaint by notifying the LPS administration office of your complaint. We will not retaliate against you for filing a complaint. You may call the LPS patient/consumer hotline at (972) 372-0301 or reach our administration office by calling: (972) 562-0190 ext. 6112.

Additionally, you may file a complaint by contacting the Texas Health and Human Services Commission complaint hotline: 1-877-787-8999.

Or Region VI - Dallas, Office for Civil Rights, U.S. Department of Health and Human Services (214) 767-4056

If you have a question about this privacy notice, please contact our Privacy Officer at: (972) 562-0190 ext. 6112.

**Effective Date:** This notice is effective as of December 19, 2015.





## VERIFICATION OF QUALIFICATIONS

D.O.B. \_\_\_\_\_

\_\_\_\_\_  
Employee Name/Contractor Name

\_\_\_\_\_  
Date of Hire

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Agency

Qualification Requirements	Verification Date	Expiration Date	Signature of Person Verifying Check	Title and Agency of Person Verifying Check
Competency (choose either a, b or c)				
a. High School Diploma/GED				
b. Competency Test & 3 references				
c. Current Licensure /#				
Criminal History				
Employee Misconduct / Nurse Aide Registry*				
Drivers License (If not TX, please note)				
Car Insurance (if transporting consumer)				

<b>Training</b>	Verification Date	Expiration Date	Signature of Person Verifying Check	Title and Agency of Person Verifying Check
CPR				
First Aid / Seizures				
Crisis Intervention / PMAB				
Abuse, Neglect & Exploitation				
Consumer Rights / Rights of Individuals w/IDD				
Infection Control				



My signature confirms that I have verified the information recorded on this form and attest the information recorded is supported by available documentation, and to the best of my knowledge, is true and accurate.

\_\_\_\_\_  
Staff Signature Verifying Information

\_\_\_\_\_  
Date

<https://emr.dads.state.tx.us/DadsEMRWeb/emrRegistrySearch.jsp>